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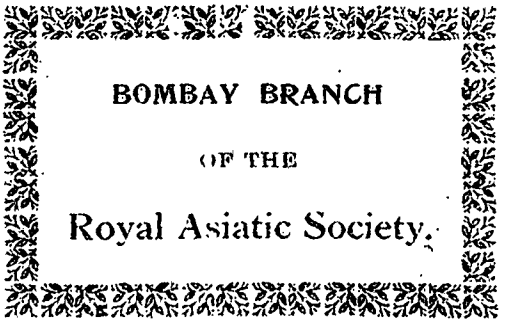

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TO

AN INQUIRY

INTO

THE STATE OF IRELAND,

BY THE

RIGHT HON. LORD DUFFERIN, K.P.

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LONDON:

JOHN MURRAY, ALBEMARLE STREET.

1866.

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PREFACE.

I AM in hopes that even did the following pages contain nothing but the writer's own impressions and observations, he would not be blamed for collecting into a convenient form, his humble contributions to an inquiry into the State of Ireland.

Such an universal anxiety exists to arrive at an understanding of Ireland's misfortunes, and, if possible, to alleviate them, that any one who has any thing to say upon the subject is sure to be listened to with an indulgence to which otherwise he might not be entitled. It is not, however, so much for himself that the author now claims a hearing, as for those whom he has called into court as witnesses of the correctness of the facts he has stated, and of the opinions he submits to the reader. It is rather to the notes and appendices to his present compilation than to the text to which he would call attention; and he feels that if he succeed in giving a wider circulation to the researches and conclusions of such men as Dr. Neilson Hancock (to whom he has been more especially indebted), of Judge Longfield, Mr. Jennings, Dr. Ingram, Mr. Dalton, and other patient investigators into the real state of Irish affairs, he will have furnished himself with an ample excuse for the present publication.

D. & C.

SPEECH

BY THE

RIGHT HON. LORD DUFFERIN

ON

EARL GREY'S MOTION,

"That the House will on Tuesday next resolve itself into a Committee of the whole House to consider the state of Ireland."—MARCH 16, 1866.

ALTHOUGH I cannot but feel that I am guilty of some presumption in presenting myself to your Lordships' notice at this stage of the debate, when so many other noble Lords of greater authority in this House must be anxious to address you on the important topics brought under your consideration by the speech which we have just heard,—yet on the other hand it may not be displeasing to your Lordships, nor inconvenient for the purposes of the impending discussion, that some one like myself, unidentified with any political school or religious party in Ireland, but all whose material interests, —I may say a great portion of whose happiness, is bound up with the prosperity of that country, should submit to your Lordships such facts and

observations in connection with the present state of Ireland, as his personal experience, and an anxious study of all that is now taking place there, may have enabled him to arrive at.

And, my Lords, in discharging this duty, my only endeavour shall be to place before you the absolute and simple truth, without attempting to harmonize it with any foregone prejudice or theory of my own.

My Lords, in the first place, both as a member of your Lordships' House, and as a Peer of Ireland, I must return my best thanks to the noble Earl, for having drawn the attention of your Lordships to the present state of Irish affairs.

When it has again been found necessary to apply to that country so severe a measure of repression as the suspension of the Habeas Corpus Act, it is indeed most right and fitting that we should at once engage in a searching review of the mutual relations existing between the two kingdoms, and however disheartening the process, that we should again reopen what many had begun to regard as the closed volume of Ireland's wrongs, for the purpose of examining item by item, and line by line, that sorrowful account, which for so many centuries indeed has shown a balance of grievous obligation to be due from this country to the sister island, but which at last there was reason to hope the efforts of later Parliaments had redressed, and finally settled to the satisfaction of both nations.

But, my Lords, though approving of the course adopted by the noble Earl, so far as it gives your

Lordships an opportunity of considering the state of Ireland, it will nevertheless be my duty to ask the House to negative the particular motion he has made, inasmuch as I am convinced that it is founded altogether upon a wrong assumption, and that the present state of popular disaffection in parts of Ireland has neither been occasioned by any neglect of their duty by modern Parliaments, nor will be materially allayed by any exceptional legislation at the present moment.

Of course, my Lords, I am very far from saying that no legislative improvements remain to be applied to Ireland. I should be very sorry to make such a statement in regard to England, or any other country in the world, however prosperous or contented,—but what I mean to say is this,—that not only is the present Fenian movement in Ireland entirely disconnected from any of those questions which can ever become the subject of Parliamentary interference, but that even that wider atmosphere of discontent, of which Fenianism is only the nucleus, and which, though extensive, will be found in the end to be extremely attenuated, must be attributed, partly indeed to a traditional hatred of this country, engendered by wrongs long since abolished and atoned for, — partly to the peculiarities of our national character,—but in a far greater degree to the inexorable operation of certain natural laws, which neither the ingenuity of man, nor the conventional omnipotence of Parliament, can pretend to control.

And now, my Lords, in order to prove the correctness of this view, I would ask the House to consider what are the supposed grievances which are insisted upon, either by the champions of this movement themselves, or by their apologists.

The cry of a people whom injustice goads into rebellion has never yet been inarticulate; yet, having taken every pains to acquaint myself with the various manifestoes issued by the avowed organs of Fenianism, or by those who sympathize with Fenianism, I can find mention but of three subjects of complaint within the scope of Parliamentary action; one an alleged wrong to be abolished, namely, the Episcopal Church in Ireland; another, a right to be established, namely, the right of a tenant to compensation for his improvements; and the third, an evil to be remedied, namely, an inordinate emigration.

Let us examine, then, my Lords, calmly and dispassionately, these three counts on the indictment preferred against the Imperial Government, for the purpose of ascertaining, in the first place, how far the present disaffection in Ireland has been founded upon any one of them, and in the next, whether any Legislative changes we could introduce in the three directions indicated would have the effect of dissipating it.

In the first place, with regard to the Irish Church; the noble Earl who preceded me has undoubtedly made a very vigorous attack upon that establishment. My Lords, I do not stand here as the defender of our present ecclesiastical arrange-

ments in Ireland, nor do I propose to follow the noble Earl through all the complexities of that most intricate question; many of his arguments I should find it difficult to confute, and with many of his observations I cordially agree.

But what I contend for is, that the rebellious conspiracy with which we have now to deal has neither been occasioned by the existence of an Episcopal Church in Ireland, nor would the prospective transfer, at the death of the present incumbents, of the £480,000* a-year which constitute their revenues, to purposes of education, induce a single Irish-American conspirator to recross the Atlantic, or prevent the casting of a single Fenian bullet. No, my Lords, believe me, the present agitation is as hostile to the moral supremacy of the Roman Catholic priesthood, as it is to the material advantages of the Protestant clergy, and those men who have not blushed to express their regret at the great fact of Catholic emancipation, on the ground that but for that concession more Roman Catholics would have been driven into their ranks, ought not to be credited even with the shadowy excuse, which some people find for Irish discontent, in the admitted anomalies of the Episcopal establishment.

Admitting then, my Lords, the importance of the question raised by the noble Earl in connection

* Some difference of opinion exists as to the amounts of the gross and net Revenue of the Irish Church. The point does not affect my argument, but I believe the above figure pretty accurately represents the net income of the Bishops, Clergy, and Curates.—See Appendix A.

with this part of our inquiry;—being quite ready to discuss it on abstract grounds of justice and policy at the proper time; but believing, as I do, that it is totally unconnected with the present disturbances in Ireland,* I am sure the House will consider that I shall be acting most in accordance with the humble position I occupy in Her Majesty's Government, if I refrain from troubling your Lordships with my private opinions in regard to it, and pass at once to the consideration of what is considered by many a far more important element in Irish disaffection, namely—the Demand for Tenant Right.

My Lords, I admit that an endeavour to ascer-

* In support of this opinion I cite a witness of considerable authority, on such a point:—

"The wound of Ireland is, that whereas the great majority "of the population of Ireland are Catholics, such a large pro- "portion of the soil of Ireland belongs to Protestants, and "that Protestants form such a large portion of those classes "which by superior wealth and superior advantages are raised "in social station higher than the rest. * * * We are "convinced, and on evidence than which demonstration could "scarcely be more conclusive, that if the Legislature were to "confiscate to-morrow every acre of Land, and every shilling "of Tithe rate-charge now belonging to the Protestant Church "Establishment in Ireland, and were to deprive the Protestant "Bishops, and Clergy, of every legal privilege which they now "possess by virtue of their belonging to the State Church, "they would not have abated the Irish grievance, or cured the "Irish disease; they would have only caused a change in the "form of words by which the complaints of those who feel "aggrieved find expression."

The Tablet, Saturday, January 27, 1866.

tain how far the uneasiness which undoubtedly prevails amongst the tenant-farmers in Ireland on the subject of the land question is to be identified with the Fenian agitation, may prove a more complicated investigation. Nevertheless, I trust I shall be able to demonstrate to your Lordships that the Agrarian Revolution, which is the avowed purpose of the Fenians, is a totally distinct and separate object from those frequently exaggerated pretensions insisted upon by the occupiers of land in Ireland, who, as a class, I am quite convinced, are extremely loyal, and whose cattle, farms, and homesteads, would be the first to fall a sacrifice in the confusion of a Fenian insurrection.

Now, my Lords, I am not going to trouble your Lordships with a disquisition on the Irish landlord and tenant controversy.

Your Lordships are aware the farms on our estates are so extremely small, that great difficulties exist in the way of the landlord erecting the innumerable farm steadings necessary for the accommodation of tenants, who for the most part occupy holdings seldom exceeding thirty acres in extent, and frequently not five.*

The amount of supervision necessary to such operations would be very expensive, and probably very ineffectual. Moreover, as agriculture is better understood, it has become evident that these detached patches of land can hardly be cultivated

* There are in Ireland 114,000 occupants of holdings less then five acres; and 164,000 whose Farms vary in size from 5 to 15 acres.—See Appendix B.

with advantage, and consequently no landlord is willing to go to the expense of erecting five separate homesteads, when one would amply suffice for the area attached to them. As a result of these considerations, it is the general practice for the tenant to make these improvements, if they can be so denominated. Of course, there are large exceptions to this rule, and on reference to the returns of improvements under the Landed Improvement Act of 1847, I find that in eighteen years no less a sum than £1,804,467 has been spent by Irish Landlords in improvements; of which £75,370 was spent in building farm houses, and £4,900 in erecting labourers' cottages; an expenditure which of course must represent but a small proportion of what is being similarly made by Irish Landlords on the same objects, out of their ordinary revenues.*

* I cannot speak so positively as to what may be the case in the south, but in the north of Ireland, it has been the general practice of the landlords to assist their tenants in building, and in draining, both by contributions of slates and timber, and by cash payments and temporary easements of the rent. From the evidence given before Mr. Maguire's Committee, it would appear that this is also very frequently done in other parts of the country.

See also Judge Longfield's evidence. Q. 706:—"As regards the improvements by the landlords in the south of Ireland, where tenant-right does not exist so much, both where there are leases, and where there are not leases, are you aware that there are considerable sums laid out by landlords in buildings? —A. A great deal has been laid out, and I see with great pleasure that the country is improving; not so rapidly as I could wish, but clearly improving."

I have myself expended, during the last eighteen years, up-

But, my Lords, it being, as I have stated, a very general practice for the tenant to build his cottage and farm buildings, the capital thus expended reimburses the farmer with less celerity and in a different manner from money sunk in draining and such self-remunerative improvements. When, therefore, he is unprotected by a lease, an Irish farmer is much more completely in the power of the landlord, than either an English or Scotch occupant of unleased lands. But the agricultural system of Ireland being evidently transitional, the landlords are, as I think, too indisposed to grant leases,* while on the other hand, from an inherent desire to possess land, and a most unhappy fancy that he loses caste if he passes from the condition of an embarrassed tenant, into that of an independent labourer, the tenant is ready to make any promises, to run any risk, rather than abandon his favourite

wards of £10,000, in compensating tenants for their improvements; upwards of another £30,000 in improvements executed by myself; and almost every other landlord in my neighbourhood has done the same.

* I do not mean to imply, however, that leases will prove a panacea for the ills of Ireland. The condition of the South-Western Counties was never more deplorable than about 30 years ago; yet, at that period, Judge Longfield says: "There was very little land in the Southern and Western Counties that was not in lease," and even he, though a strenuous advocate for the granting of leases, declares it to be unadvisable to give leases to one-half of the tenantry of Ireland, *i. e.*, to occupants of ten acres and under. "Q. 402. You would not give a man with a five or ten acres holding, a lease for 21 years?—A. I think not."

See also Mr. Curling's evidence. Questions 4307 and 4310.

pursuit.* Now, my Lords, I will not stop to inquire whether a system of small farms is advisable or not in the abstract.† In some countries, when side

* He is only too eager, however, to take the opposite step, and become a landlord—"There is a very great desire with nearly all of them to become landlords, and sublet the land." —Judge Longfield's Evidence, Q. 524.

† It does not seem certain that the minute subdivision of land, which is practised in France, has contributed either to the prosperity of the nation, or of its agriculture. On the 1st of January, 1851, there were 7,846,000 proprietors in France, and 126,000,000 separate holdings (parcelles). Of these 7,846,000 proprietors, 3,000,000 were so indigent that they were unable to pay the Land Tax, although in 600,000 cases its amount did not come to a half-penny a year.

A French gentleman told me the other day that, wishing to make a garden of twelve acres, he had to buy sixteen different properties; and M. Thiers has stated that of thirty-eight millions of the inhabitants of France, twenty-four millions "partagent le territoire par petites portions."

The result of this system is pretty much what might have been expected. The bits of property of these small landholders are so burdened with debt that the legal charges on the sale of land is often 75 per cent. The children of the peasant are kept from school, and his wife leads the life of a beast of burden, and may be seen toiling with her spade any night the moon affords her sufficient light.

It must be remembered, too, that this state of things has arisen in a country possessed of a large manufacturing industry, oppressed by a severe conscription, and with a population which, instead of doubling itself every 50 years, as does that of the British Islands, scarcely increases at one-fourth of that rate. In order to counteract the evils incident to this compulsory subdivision of property, the laws of nature have been tampered with in France, and artificial means are adopted to check the procreative faculties of the nation.

Of the present condition of the agricultural population we

by side with the peasant occupancy, there exists a manufacturing industry sufficient to absorb the redundant population thrown off by the land, and to prevent a perennial re-subdivision of the soil, the system may work well enough, but I wish to take this opportunity of recording my profound conviction, that such a method of proceeding has been the curse of Ireland. Unable to employ labour, unable always to obtain it, the occupants of these small farms are compelled to take their children from school just as they are beginning to acquire the instruction necessary to enable them to earn their own livelihood hereafter, in order that they may be tethered down to the drudgery of field

have an account by M. Thiers, in his speech in the French Chamber, on Saturday the 10th of March:—"Si ceux qui m'interrompent avaient lu la multitude decrits que j'ai sous la main, écrits non pas signés par des ecrivains s'occupant de ces sujets au point de vue theorique, mais signés par des agriculteurs respectables, habitants de toutes les parties de la France, très connus dans leur pays, ayant des situations qui les mettent au-dessus du soupçon, et qui, en outre, ont vos opinions bien plus que les miennes, entendez vous! si vous aviez la ces ecrits, vous verriez à quel point de souffrance l'agriculture est parvenue."

The motion on which this speech was made contained the following propositions:—

"L'agriculture eprouve dans ce moment des souffrance cruelles.

"Nous avions voulu donner un temoignage de sympathie aux populations agricoles si laborieuses, si modestes, et si dévoucés au Gouvernement et a l'Empereur; nons avions voulu surtout que leur plaintes arrivassent jusqu'au pied du trone."

See also M. About's remarkable descriptions of the effects of the subdivision of land in France and in Alsace, and another speech by M. Thiers on the same subject.—Appendix C.

labour.* These poor creatures naturally grow up unfit for, and uncognizant of any other mode of life than that to which they have been accustomed: as long as their father lives they exist in a state of greater dependence than that of any labourer, and when he dies their only ambition and resource is to share his land.

Out of this state of things has arisen the recklessness of competition to which I have alluded, and the consequent unprotected condition of the tenants' improvements.

As long, however, as the old order of ideas prevailed, the vice of these arrangements was not so apparent. But when the sale of property under the Encumbered Estates Court brought the tenantry into contact with the sharper practice and more business-like methods of their new landlords, they became alive to the insecurity of their position, and raised the cry of "Tenant Right."

But, my Lords, it would be as great a mistake to confound these appeals to Parliament for the protection of what the tenant farmers conscientiously believe to be their rights, with the efforts of adventurers from America to bring about a

* In proportion as the children become serviceable on the farm they are withdrawn from school. In the year 1861 out of the total number of Irish children between the ages of eight and nine, from 56 to 60 per cent. did not attend school; but of the children between the ages of ten and fifteen, the average of those who did not attend school rose to nearly 75 per cent., *i.e.* three-fourths of the total youth of the country; while of those from thirteen to fifteen years old, from 85 to 90 per cent. were receiving no education.—See Appendix D.

naked re-distribution of property, as it would be to imagine that any law for the compensation of tenants' improvements would affect, or even reach, those persons who have promoted or participated in the present conspiracy.* Why, my Lords, suppose you were to pass a Landlord and Tenant Bill to-morrow, how many persons in all Ireland do you imagine would be affected by it?

Out of the 5,700,000 forming the entire population of Ireland, there are 438,000 persons who hold farms of five acres and upwards; if from these 438,000 persons you deduct the 164,000 persons whose farms average only about ten acres, and whose interest in such a measure would be proportionably slight, 274,000 persons remain.† Exclude from these the

* See Judge Longfield's Evidence. Q. 247. I do not think this claim for compensation has been the result of agitation at all; the clamorous men who call for fixity of tenure care comparatively little about this. I think they would rather keep the grievance they complain of.

† It seems to be admitted by those gentlemen whom we may consider as the most uncompromising champions of the interests of the Irish peasantry, that it would not be desirable to introduce any legislative measure calculated to stereotype for ever a subdivision so minute as this.

Mr. Jennings of Cork in his valuable pamphlet on "The Poverty of Ireland," suggests a tenancy of 50 acres as the smallest to which the right of compensation should be extended.

Mr. Dalton names 20 acres as the safe minimum size of a holding. (See "The English Press on the Irish Question," p. 28.)

Judge Longfield says in his Evidence before Mr. Maguire's Committee (Question 89), "a small holding can scarcely be "improved."

Again he says in his Address to the Statistical Society of

tenant-farmers of Ulster, who would probably lose more than they would gain by the introduction of any law upon the subject, as well as those who, being

Dublin:—"But there is no small portion of the land of Ire-"land in the hands of tenants to whom a promise of compen-"sation for *bonâ fide* improvements would be useless. They "have neither skill, capital, nor energy to understand such "tasks. Their only hope is to live, that is, to sustain life upon "the land and divide it among their children."

And again in his evidence he says:—

Q. 401. You know a very large number of occupiers of land in Ireland, holding a very limited acreage, and of course you would not give a person with 5 or 10 acres' holding a 21 years' lease, would you?—A. Generally speaking it would be no use, because a 21 years' lease has general useful covenants in it, and those men are not amenable to any covenants.

Q. 402. You would not give a man with a 5 or 10 acres' holding a lease for 21 years?—A. I think not.

Q. 600. Do you think that the holdings throughout Ireland are so small as to be an obstacle to the improvement of the country?—A. I think that they are some obstacle.

Q. 691. You were asked this question by Mr. Cardwell, at Question No. 89, "Do you think, speaking generally, that "the smaller the holding the greater the prospect of agricul-"tural improvement?" Your reply was, "No; a small hold-"ing can scarcely be improved." Do you mean that such holdings are so highly improved already that they are incapable of further improvement?—A. No, I do not, but that many improvements require a certain space to make them pay and be available and require a certain intelligence to direct them; and it is not reasonable to suppose, that a small farmer, a poor man, will have the intelligence and the capital to improve the land; and even if he had, the improvement over a small space would not pay.

Mr. Dillon suggests that it would not be desirable to grant leases in the case of very small farms, *i.e.* farms under 15 acres.

Q. 1859. I understand you to say that you would give all

men of wealth and capital, now occupy a better position than they would be likely to obtain in a general scramble, and how inadequate must be the

holders of land leases?—A. As a general rule, but not all; for instance, if a man held a very small and bad farm.

Q. 2108. From your knowledge of agriculture and the state of the tenantry in Ireland, do you consider that a small farm of 20 acres can be profitably worked to the benefit of the occupier, and to the benefit of the country?—A. It depends upon the character of the land: 20 acres of good land could, I think, sustain an Irish peasant in a very comfortable condition, while 20 acres of bad land, of course, could not.

Q. 2109. Do you put 20 acres as the minimum that would be capable of sustaining a peasant?—A. No, I would say not. I would say 15 acres of good land, at a fair rent, would make an industrious Irish peasant comfortable, and enable him to support his family.

Mr. M'Carthy Downing doubles the desirable minimum.

Q. 2562. What do you call small?—A. I think some of them are as low as 15 acres, and some 20 acres.

Q. 2563. Do you consider that a holding so small as that is good, either for the country, the tenant, or for the landlord?—A. If I had the land, without any population upon it, to let, I would rather not have so small a holding as that; I would say, from my experience, that a tenant paying, I will say £25. a year, is just as good a tenant as a larger tenant; he pays his rent just as well.

Q. 2564. That would be a man holding 40 or 50 acres?—A. Yes.

And even the Right Rev. Bishop Keane does not seem inclined to wish that many farms should be below 20 acres in extent.

Q. 3819. Have you considered, or had an opportunity of seeing the operation of the small farm system in Ireland; and have you considered what would be the minimum quantity of land upon which a farmer can live with respectability and comfort?—A. I think that a farmer could live very well, if he

discontent arising from such a source to inoculate the nation with the poison of Fenianism! Hence, my Lords, I would submit, that although it may be very desirable in the ordinary course of legislation to improve the law of Landlord and Tenant, and no one in this House would probably be ready to go farther in that direction than myself, yet it is absurd to attribute the present Fenian movement to the absence of legislation upon that subject. In fact, it is obvious that those very persons who are anxious for Parliamentary interference, for the very reason that they intend to spend large sums of money in agricultural improvements, would be the very last to jeopardize their important interests in the country by the promotion of an agrarian revolution. Of course, my Lords, I am aware that in the minds of many of the least educated portion of the peasantry of Ireland, there exists a disposition to incorporate and confound with the legitimate claims for compensation for improvements, exaggerated pretensions incompa-

were only sure that the fruits of his labour and industry would be his own, upon anything from 20 acres up.

Q. 3830. Therefore the small farms, with any amount of industry, must be always precarious?—A. Yes, but the crops would be much better than now.

Mr. Curling would not give a lease, even to a practical industrious tenant, unless the farm was over 15 acres; yet Mr. Curling is a strong advocate for leases.

Q. 4309. Take the tenant of a 12, 14, or 15 acre farm, a man who had been there a long time, and an industrious man, who had paid his rent punctually, would you give a lease in that case?—A. I should not be disposed to do so.

tible with the rights of property;* but any legislation that could be introduced by the most liberal Parliament that ever sat in Westminster would utterly fail to satisfy this class of persons. Indeed, my Lords, I think I could prove to you, if it were necessary, that so far from dissipating discontent, an attempt to deal with the Landlord and Tenant question, in the direction indicated by some of the most earnest patrons of the farmer, would be as likely to foster Fenianism as to extinguish it.

Take, for instance, the proposal to deprive the

* I cannot but consider it a misfortune that a gentleman of such talent, patriotism, and high position as the O'Donoghue should countenance these ideas by giving publicity to such opinions as the following, in a letter addressed to the National Association:—

"I look upon the Bill as utterly worthless, because it con-
" fers no rights upon the occupiers, and because landlords can
" render it completely inoperative. A mere Permissive Bill
" such as this is of no use. According to my judgment, the land
" question can only be settled by the Legislature enacting that
" no man in the possession of an agricultural holding shall be
" dispossessed as long as he pays a fair rent. If the landlord
" and tenant cannot agree as to the rent, in that case the rent
" to be determined by a valuator or valuators appointed by the
" State."

It may not be uninstructive to subjoin the late Mr. O'Connell's opinion of a similar proposal. Some such plan was proposed in the Catholic Association in 1843, and O'Connell's words in reference to it were these:—

" A more absurd and unjust plan he never heard of; it did
" not do anything for the labourer of the country, it trans-
" ferred the fee-simple from the present proprietor to the
" present occupier of large farms; it was in fact creating a
" smaller monopoly than the former one, but equally mis-
" chievous in its nature."

landlord of his right of distraint; a change in the law which I admit is very worthy of consideration. But what would be its immediate effect? At this moment there is scarcely an estate in Ireland on which there does not exist a considerable weight of arrears. In fact, when your tenants have small farms and no capital, it is impossible, except by acting with undesirable rigour, to avoid allowing a certain amount of arrears to accrue annually on your property. The present state of the law enables the landlord to grant these indulgences without much risk; but the moment his claim ceases to have priority over those of the other creditors, in very self-defence, however naturally unwilling to do so, he would be obliged to insist not only upon the most punctual payment of the accruing rent, but also upon a settlement of all his outstanding dues; and however satisfactory to the mind of an economist,—I will add, of a statesman,—such a clearing up of old scores might be, the tenant who found himself subjected to this inexorable demand for immediate payment on pain of eviction, would have difficulty in comprehending the beneficent character of the legislation introduced on his behalf.*

* See Judge Longfield's Evidence.

"Q. 429. As the power of distraint acts prejudicially in your opinion, as regards the tenure of land in Ireland, what system would you recommend for the purpose of securing to the landlord the recovery of the rent that may become due?—A. I would facilitate the remedy by the process of ejectment.

"Q. 430. Do you mean by the process of ejectment as it

In fact, my Lords, the misfortune of the situation in Ireland is this;—our social system has been allowed to develop itself for years on vicious principles, and in a wrong direction; circum-

exists at present?—A. I would eject a man if he were a year's rent in arrear, and I would eject him for half a year's rent.

"Q. 431. Would you eject the day the rent was due, if it was not paid?—A. Yes, certainly; I do not see why it should not be so; but I think that would never happen, because a well-selected tenant would always be ready to pay his rent."

Although it has been a common fashion to describe Irish landlords as a cruel and oppressive class, the truth is, they have far more generally erred by exhibiting towards their tenantry a too easy and indiscriminate indulgence. I quite agree with Judge Longfield in thinking that it is for the good of the community at large, and in the interests of agriculture, that a tenant should be compelled to pay his rent punctually, and from that point of view I might be in favour of abolishing the law of distraint; but, of course, we must expect if this vigorous policy is applied to every estate in Ireland, that the annual number of evictions will greatly increase; and if, as is alleged, evictions are the cause of the present disaffection in Ireland, the policy recommended by Judge Longfield would tend to stimulate that disaffection; though this may not be a reason for not adopting it.

It is an error to suppose that the law of distress acts solely to the advantage of the landlord. In the report of the Devon Commission the following opinion is recorded in regard to it:—"We have given much consideration to the questions whether this power (cf. distress) could be abolished with advantage *to the tenant*, and with safety to the landlord, and we have come to the conclusion that this would not be a beneficial change for *either* party."

And again, in the same paragraph:—"We think the change would operate injuriously as regards the poor population."

I merely quote these words to show that the question is more complex than it is sometimes supposed to be. I myself should not object to the change.

stances have arisen which have necessitated its reconstruction;—but a state of social transition in a community is always a period of suffering to many individuals; hence even the application of laws which are destined ultimately to put the machinery of society into better order have often a tendency, by stimulating into more violent activity the process of transition, to promote individual suffering and its consequent discontent. It may, therefore, still be possible that even the introduction of such improvements into the law of Landlord and Tenant as are likely to prove ultimately beneficial, may, at the outset, by introducing methods of transacting business altogether alien to the minds of an uninstructed and prejudiced tenantry, produce more discontent than satisfaction.* At all events, I think I have proved to your Lordships, that any legislation on this subject, however advisable in the abstract, would have no effect whatever in extinguishing a Fenian rebellion.

It only, therefore, remains for me to consider the third and last reproach which has been cast into the teeth of the Imperial Government, and

* The action of the Encumbered and Landed Estates Court is a fair illustration of this. Those Courts have undoubtedly been powerful engines in improving the general condition of the country; yet most of the witnesses before Mr. Maguire's Committee have agreed in stating that a great deal of the discontent and alarm now felt by the tenantry of Ireland has been engendered by the fact of the new proprietors who have come in under these Courts, dealing with their lately acquired property in a more business-like manner than their easy-going predecessors. (Judge Longfield, Q. 28.)

which has been also alluded to by the noble Earl, namely, the excessive emigration which has taken place from Ireland during the last twenty years. My Lords, it has been said by a person of great eminence in another place, that deep-seated evils must indeed exist in any country from whose shores a vast proportion of its population is compelled to flee; and in that observation I am quite prepared to agree. But the real question at issue is this: are these evils due to legislation, or are they the result of circumstances independent, and beyond the control of Acts of Parliament?

Let us examine, then, dispassionately the origin and nature of this emigration, and as a preliminary, I must be allowed to correct three serious misconceptions which prevail in regard to it: namely, that it commenced after the potato famine, that it is entirely confined to the Celtic portion of the Irish population, and that it has been principally caused by the evictions of the landlords. Now, my Lords, the real facts are, in the first place, that in the ten years before 1841 no less than 630,000 persons had left Ireland; in the next, that if a comparison be instituted between the decrease of the members of the various religious denominations between the two occasions when a religious census was taken, namely, between 1834 and 1861, it will be found that although over the whole of Ireland the diminution of the Celtic population has been in a more rapid ratio,—in the purely agricultural districts the proportion of Catholic and Protestant emigration has

been identical.* I do not think I need trouble your Lordships with the figures; but I hold in my hand memoranda which show that during the period I have mentioned the emigration from among the Presbyterians of Derry, and the Episcopalians of Ferns, has been as great as among the Celtic inhabitants of the Roman Catholic dioceses of Tuam and Ardfert,—being in the two former 40 and 33 per cent. as against 35 and 28 per cent. in the two latter; and what is a still more remarkable fact, in the first wave of emigration to America and elsewhere, the Protestant element actually predominated. My Lords, we do not find the organs of either the Presbyterian or the Episcopalian communities in Ireland attributing this emigration of their co-religionists to the evil influences of Government, and therefore I hardly see why the representatives of the Celtic portion of the nation should attempt to do so.†

Lastly, so little have landlords' evictions had to do with this exodus that the total number of persons affected by these evictions during these last ten years, including not only the head of the family

* The Emigration Commissioners estimated the emigration abroad from Ireland at 40,346 a-year from 1831 to 1841, or upwards 400,000 in all. The Census Commissioners in 1841 ascertained that there were 419,256 persons of Irish birth then resident in England and Scotland, whilst there were only 34,608 persons who had been born out of Ireland. To give such a large number of persons of Irish birth in England and Scotland in 1841, it has been estimated that 230,000 must have left in the preceding ten years, making in all the 630,000 as above stated.—See Appendix E.

† See Appendix F.

himself, but his wife and children, have only been five persons out of every hundred who have emigrated, while the number of distinct evictions average less than one during an interval of eight years on every estate in Ireland; or, to put it in another form, one a year over every 15,000 acres of occupied land.*

* Number of evictions, as ascertained by the police, in each year from 1856 to 1865, compared with the number of persons permanently leaving Ireland.

Years.	Number of		Number of Persons permanently leaving Ireland.	
	Evictions.	Persons affected.		
1856	878	3,948	90,781	
1857	919	4,223	95,081	
1858	720	3,432	64,337	Per Centage of Persons affected by Evictions to persons permanently leaving Ireland 5 per cent.
1859	411	2,348	80,599	
1860	511	2,711	87,626	
1861	809	3,964	66,396	
1862	983	4,972	72,730	
1863	1,551	7,883	117,229	
1864	1,648	7,889	114,169	
1865	759	3,657	101,497	
	9,289	45,027	890,445	

It must be remembered that many of these evictions applied probably to trespassers who had squatted on the estate under the auspices of a middle man, and to cottier tenants who would neither pay rent nor cultivate the land.

See also Judge Longfield's evidence, Q. 86, and 696.—"No case of eviction occurs which does not appear in the papers, but they are not so numerous as people would judge from reading so much about them."—See Appendix G.

It is a great mistake to suppose that Ireland is the only country from which an enormous emigration has taken place.

But though a desire to better their condition had already manifested itself long before 1846 in the inhabitants of Ireland, the failure of the potato crop stimulated the movement to an extraordinary degree. That some change was necessary will be apparent from the following simple fact. In 1836, from a statement made on the conjoint authority of Archbishop Whately, Archbishop Murray, and Mr. Moore O'Farrell, it appears that five persons were employed in the cultivation of the soil in Ireland, for every two that cultivated the same quantity of land in Great Britain; while the agricultural produce of Great Britain was four times the agricultural produce of Ireland. The real fact is, my Lords, that up to the period mentioned, and until 1846, the whole social fabric in Ireland was based on the most unsubstantial and dangerous foundation, on which any community can rest—a succulent root: from the landlord in his country-house to the peasant in his cabin, the dependence of all classes rested on the potato. The people were then undoubtedly happy, and to this moment those times are regarded as the good old days. But of what sort was their happiness? It is quite true the son of the poorest cottier, when he had scarcely ceased to be a boy, could always find a patch of ground on a mountain side on

The number of emigrants from Germany amounted to 112,547 in 1851, to 162,568 in 1853, and to 251,931 in 1854. —See "Histoire de L'Emigration," by M. Duval. Between 1851 and 1861 the emigration from England and Scotland amounted to about 74,000 a year.

which to grow his favourite vegetable, a sufficiency of stones and mud for the walls of his cabin,* a bog convenient for his fuel, and a healthy buxom girl to make him the father of a dozen children in as many years, while the domestic pig† paid the rent; and generation after generation went on propagating pigs, children, and potatoes, in what was undoubtedly a very free-hearted and agreeable manner; but will any lover of his species dare to tell me, that this was a system of existence either to be regretted or to be re-established, or that the thousands and thousands of energetic, industrious Irishmen who are pushing their way in the world on the other side of the Atlantic have not been immensely benefited by the change of life the interposition of Providence, not the authority of Parliament, has imposed upon them.‡ It is true the crisis of transition undoubtedly entailed a great deal of individual suffering, and the poor ignorant people who found themselves compelled

* In 1841, 43.5 per cent. of the rural population were "living in the lowest state in cabins consisting of but a single room;" and an additional 40 per cent. were "but little removed in comfort." The houses of both classes were generally "built of mud"—*i. e.* 83 per cent. inhabited mud cabins.—Report of Irish Census Commissioners, 1841.

† The high price of provisions during the French war contributed greatly to bring about the state of things described above. The news of Napoleon's banishment to St. Helena, wrought consternation in the mind of the Irish peasant. "Musha! but it's a pity.—He was the warrant to sell a pig!" was the remark it elicited.—See "The English Press and the Irish Question," by Mr. Dalton.

‡ Wages at New York are 4*s.* a day and upwards.

to leave the glens and fields endeared to them by so many happy memories, revolted against the change, and quitted the land of their fathers with a bitter feeling of resentment, against both the government and their landlords,—amongst the latter of whom, by the way, no less than 3,000 were engulphed in the same calamity, and have been disposed of by the Encumbered Estates Court.* But that these thousands of peasants who then fled have either regretted the change subsequently or have failed to benefit by its advantages is sufficiently disproved by the fact that within sixteen years afterwards they had transmitted no less than £12,000,000 of money to Ireland,† in order to enable their friends to follow them, and share in the happier prospects which were opened up to them in a country whose natural fertility and scanty population at once stimulated their industry, and remunerated their labour.

In fact, my Lords, there cannot be a greater mistake than to regard the Irish emigration as anything but a blessing to those who go and to those who remain.‡ At this moment, the density

* The amount of property which has passed through the Landed Estates Court has been between £25,000,000 and £30,000,000, representing an income of at least £2,000,000.

† In 1853 these annual remittances amounted to a million and a half of money.

‡ "It is something gained towards a rational view of emigration, to understand that it is quite independent of the volitions of landlords or of governments—a natural effect of natural causes, and that therefore to lament it, will be no more effectual than to lament the flowing of the tide."—The State of Ireland, by John K. Ingram, LL.D.

of the population in Ireland is much greater than in almost any other European country; for whereas we have in Ireland 181 inhabitants* to the square mile, in France we have 177, in Prussia 171, in Austria 148, in Scotland 101, in Spain 90; while, on the other hand, the natural and artificial resources of Ireland, whether as regards coal, minerals, and staples of manufacture, are found in an inverse proportion to the density of the population.† The effect of such a state of things cannot be more clearly illustrated than by

* In the agricultural districts of many of the northern counties the population ranges from 200 to 300 to the square mile, and even reaches 450 in parts of Armagh and Down; but this is to be accounted for by the presence of large numbers of hand-loom weavers, who also cultivate a small portion of land.—See Appendix H.

† Comparison of the Mineral Resources of Great Britain and Ireland:

Coal raised:—England, . .	75,000,000 tons.
Scotland, . .	11,000,000 „
Ireland, . .	200,000 „
	Annual Value.
Pig Iron:—Great Britain . .	£11,000,000
Scotland alone . .	4,000,000
Ireland . . .	0
	Total Value in 1863.
Metals and Coals:—Great Britain .	£36,000,000
Earthy Materials „ „ .	2,000,000
Minerals and Coals:—Ireland .	500,000
	In 1861.
Miners Engaged:—England and Wales	266,000
Scotland . .	50,000
Ireland . .	40,000
Industrial Classes:—England and Wales	4,828,399
Ireland	667,000

See "Causes of the Poverty in Ireland."—W. Jennings.

a comparison of the numbers of persons engaged in various branches of industry in Great Britain and in Ireland.

If we turn to the Census Returns for 1861, we shall find that in Ireland only 815,365 persons are occupied in commerce, manufactures, and trade; in England, 5,500,000 are absorbed by these pursuits, but whereas in England, with its far more extensive agricultural area, only 10 per cent. of the population are engaged in the cultivation of land, in Ireland more than 18 per cent., or nearly double the proportion are crowded into that occupation. In other words, for every one individual who grows a potato in England there are nearly two who insist upon taking part in that operation in Ireland; and as a consequence, instead of having a whole potato a piece when the crop is gathered, as is the case with the Englishman, they are obliged to content themselves each with one-half. The evil effects of this process are of course aggravated when we take into account the further sub-division each half has to undergo amongst the families of the original sharers. In fact it would be no exaggeration to say that at this moment there are in Ireland nearly 300,000 families, or 1,500,000 souls dependant on the land, but for the application of whose industry to the cultivation of the soil there is no legitimate opening: unhappy beings forcibly excluded from the disciplined ranks of labour, mere hangers-on to the skirts of society, whose misapplied energies do nothing to increase the produce of the country, at the same time that their presence diminishes by nearly one-half the share in that

produce which would otherwise accrue to the remainder of the population.*

Well, my Lords, in the presence of such a state of things, who will dare to tell me that emigration is any thing but a benefit? But it may be objected, if only the resources of the country were to be developed, occupation might be found for all these millions. That I at once admit. I believe the soil of Ireland is capable of sustaining a population as large as it has ever borne; and that a hundred fountains of wealth have yet to be unsealed†—but for heaven's sake do not keep thousands and thousands of human beings waiting in degraded idleness until

* In England taking the average employment given throughout the year on five mixed (*i.e.* arable and pasture) farms, it appears that exclusive of women, about one person is required for the cultivation of every 30 acres: or 18 full grown men—women being again left out—for the cultivation of 500 acres. If we apply this proportion to the 15,832,892 acres of land under cattle and crops in Ireland, we shall perceive that 506,652 persons would suffice to cultivate the entire area. But, by the Census Returns of 1861, the number of those engaged in agricultural pursuits in that country—also exclusive of women—amount to more than 800,000 persons, *i.e.* 300,000 more than are absolutely needed.

In reality this comparison understates the case: for there are only 5,673,000 acres of arable land in Ireland, and nearly 10,000,000 acres of pasture, requiring of course fewer persons for its management, whereas the supposition is that the whole area in Ireland consists of mixed farms as in the Lothians, Nottinghamshire, and Cambridgeshire, whence I have taken my examples. The above argument is of course only blocked out, and would admit of corrections in detail.—See Appendices I, J, K, L.

† A distinguished geologist once told me that he considered the surface of Ireland had scarcely been scratched yet.

you have discovered the secret of attracting the necessary capital to Ireland, in order to enable you to develop these resources.

Depend upon it, as soon as conditions favourable to its development again exist, population will recreate itself; and perhaps there is no race in the world which has given such unmistakeable evidence of its expansive power. Moreover, my Lords, I would ask of those who talk in this strain of Ireland's resources, how is it possible to develop the resources of any country until you obtain tranquillity? As Aristophanes said long ago, "Plutus is a very timid god,"* and depend upon it he is the last person to trust himself in the midst of a Fenian agitation.

My Lords, I have come upon one or two very curious facts in connection with this part of the subject, which I think it would be useful, that not only your Lordships but also that the public should know. To any one who has been observing the march of events in Ireland during the past few years, one of the most hopeful symptoms will have been, the commencement made in almost every direction, of the application of British capital to enterprise in Ireland. Within my own knowledge in more than a dozen centres this expenditure had begun or was on the point of beginning. But what has happened since? Disaffection showed her hateful

* ΧΡΕ. ἀληθες, ὦ δειλοτατε παντων δαιμόνων. v. 123.
ΧΡΕ. νὴ τὸν Δί· ἀλλα καὶ λέγουσι πάντες ὡς δειλότατός ἐσθ' ὁ Πλοῦτος. v. 202.
Plutus. Aristophanes.

countenance, and every single operation was abandoned. Within three miles of my own house a company had been formed at the beginning of last year for the purpose of investing a million and a half of capital in a building speculation. They had actually committed themselves to this undertaking by the payment of the earnest money to the owner of the land,—but the rumours of disturbance were heard, and rather than pursue their enterprise, the shareholders agreed to forfeit the few thousands already sunk, and the whole of this enormous expenditure was lost to the country. Again, a gentleman, now in the House of Commons, the son of a native of Drogheda, having made his fortune in Manchester, out of a feeling of affection for his father's birthplace, determined to return to that city, and establish a factory. In consequence of the cheapness of labour and the mildness of the climate, frost being an appreciable drawback to cotton spinning, the experiment was so successful, that last year three or four of this gentleman's former Manchester associates had actually come to Drogheda in order to prepare for the introduction of similar establishments: but Fenianism broke out, and they have abandoned their intentions.

Then with regard to the depreciation of property. A friend of mine had sold an estate in the Landed Estates Court. The purchaser, however, was not in a position, when the time came for the payment of the money, to perfect the purchase. The estate was again put up, but in the meantime Fenianism appeared, and the property was sold for half the former price.

The annual increasing advent of tourists is a matter of considerable importance to the inhabitants of some of the villages in the South of Ireland. In Killarney alone, for several months in the year, the average daily number of tourists staying in the hotels and village is nearly 500, representing an expenditure of several thousands a week. But no sooner did Fenianism display itself than every traveller departed, and during the whole of the latter part of last autumn scarcely a dozen people ventured to go there. The Great Southern and Western Railway is paying 5 per cent dividend, but its stock is down to 89, the English proprietors glutting the market with their shares. Other Railways are obliged to abandon the most useful projects, on account of the sudden refusal on the part of financial companies in England to advance money on Irish security; Fire Insurance Companies are restricting their operations for fear of incendiarism; and country gentlemen are withdrawing the directions they had already given to the architects for the repair or reconstruction of their residences; all which circumstances, though injurious to every class of the community, tell with greatest severity, of course, upon those to whose blind folly they are to be attributed.

And yet, my Lords, but for this unhappy interruption of industrial enterprize, I believe the country was in the act of making a great advance in prosperity. Why, even as it is, she is very prosperous in spite of all that has happened.

Judged by those tests which are the surest exponents of a people's condition, everything is looking up.

If we turn to the agricultural statistics we shall find, that the value of the cattle and live stock in the country is two millions more than it was last year, and 26 millions more than in 1841, and this at the conventional price of only £6. 2*s* per beast: a sum which next year may, perhaps, be quadrupled. While 125,000 acres, which last year were noted as waste, have now been added to our pastures, in addition to nearly two millions of acres reclaimed since 1841.* The cultivation of flax is extending into counties where it has never been hitherto grown, and flax bids fair to become a crop both remunerative and suited to the soil and climate, and generally throughout the country a better system of agriculture is being introduced. If we look to the labourer, we shall find a corresponding cause for congratulation. At this moment, in my own county, the wages of an ordinary labourer averages from 1*s* 4*d* to 1*s* 6*d* a day—in harvest time he cannot be hired under 2*s* or 1*s* 6*d*, and with his food supplied. Railway labourers can get from 10*s* to 12*s* a week, and carpenters and masons, etc., from one to two pounds, the actual increase in the rate of agricultural wages being estimated by Judge Longfield at from 25 to 80 per cent. between 1844 and 1860.†

* For the particulars of this reclamation, vide Appendix N.

† I have received several letters from different parts of Ireland, assuring me that I have understated the rise in the

If we examine our manufacturing prospects we shall find, though on a smaller scale, that the result is equally promising. The linen spinners of Belfast have been making money at an enormous rate during the few last years, and the exports from that port in 1864 were nearly double those of 1863.* Equally cheering accounts have reached us from Derry, Lisburn, Antrim, and the other seats of Irish manufacture.

If we turn to the Poor Law Returns we shall find that no less than 34,224 fewer persons were in the receipt of relief† during the past year than

price of labour. See also "Pall Mall Gazette," March 31st, 1866.—"The rapid increase of emigration from the South of "Ireland has produced a great increase in the wages of the "labouring population. In Kerry they have reached their "highest, viz., 12*s.* to 15*s.* a week, with board. In Cork—"present rate 10*s.*, with present prospects as to emigration, "labour is likely to command this price very generally during "the ensuing month."

* In Belfast the increase of the income of the Harbour Commissioners is increasing, at this moment, at the rate of £1,000 a month over that of 1865. See "Northern Whig," April 18th.

† This reduction of numbers took place notwithstanding increased liberality in the extension of out-door relief. Thus the number of persons relieved in Workhouses, including those in Asylums, were:—

		Increase.	Decrease.
1863	288,713	—	—
1864	264,569	—	24,144
1865	250,400	—	14,169

Whilst the number of persons receiving out-door relief were:—

in 1863; if to the Police returns, we shall be astonished by the enormous diminution in crime;* if to the Bank Deposits, we shall perceive an increase from about £11,000,000 in 1863 to £14,000,000 in 1865;† and, finally, if we estimate the increase in the capital of the country, exclusive of money invested in reclaiming land and in manufactures, we shall find that whereas in 1841 we owned only £60,000,000 of property, in 1863 the capital of the country as calculated in live stock, Government funds, Bank deposits, and investments in Railways, had risen to £112,000,000, or £52,000,000 more than we possessed in 1841, and this in spite of four successive bad harvests,

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		Increase.	Decrease.
1863	28,911	—	—
1864	31,266	2,355	—
1865	33,000	1,734	—

The aggregate of all persons relieved being:—

		Increase.	Decrease.
1863	317,624	—	—
1864	295,835	—	21,789
1865	213,400	—	12,435

* The decrease has been from 10,000 cases in 1850, to 4,600 in 1864.

† The increase of deposits during 1865 has been greater than the largest previous increase in any one year: Considered with reference to changes in population, the deposits were in

	£.	s.	d.	
1840 . .		13	7	
1850 . .	1	2	1	
1860 . .	2	14	1	
1865 . .	3	3	0	or 5 times the amount per head of population in 1840.

See Appendix O.

entailing a loss of nearly £27,000,000, which put as great a strain upon the country as the cotton famine did on Lancashire.

If we examine the corresponding progress made by England in the accumulation of wealth from similar sources, omitting from the account whatever has been derived from her manufacturing industry and mineral resources, the comparison will be very much in favour of Ireland.*

But, my Lords, perhaps I may be asked, to what is the disaffection which does undoubtedly exist in almost every part of Ireland to be attributed, if neither the presence of an obnoxious Ecclesiastical establishment, nor the alleged unsatisfactory state of the land question, have anything to do with it, if the emigration is not an exponent of it, and if the general condition of the country is one

* Statement of England's Agricultural Wealth in

	1815. £.	1856. £.
Land, Tithes, Manors, Fines, Fisheries	41,500,000	38,000,000
Farmers' Profits	21,700,000	24,224,443
	63,200,000	62,224,000

See Appendix P.

In considering the evidences of the increase of wealth in Ireland, I have purposely omitted all allusion to Irish Railways, because sometimes a decrease in the dividends of a Railway Company may arise from bad management: it so happens, however, that the dividends of the 6 principal Railways of Ireland have increased during the last year.

of prosperity? My Lords, that question is easily answered. What, I would ask, has been one of the invariable characteristics of every period of disturbance which has occurred in Ireland within our own observation? Has it not been this, that each successive demonstration of a rebellious character has been propagated from without? In 1798 we had a rising, but that rising was but the after clap of the French revolution. In 1848 we had an effort at a rising, and that movement also was the reverberation of a general European disturbance; and now in 1866 we have the symptoms of an abortive agrarian onslaught, which can be traced more distinctly even than either of the two preceding movements to the influence of a foreign element. But it has been said, How is it that the Irish people should yield themselves so easily to the wiles of these alien sedition mongers? My Lords, in the first place, I deny that the Irish people have become the victims of so absurd a delusion. The great body of the inhabitants are loyal and contented. But unhappily there exists among the less educated portion of the community a traditional hostility to the Government of England, a hostility once justified by the evil treatment that country received for centuries at your hands, and which it is idle to expect can be obliterated within the lapse of a few short decades.* Hatred of

* This ill treatment did not only proceed from the tyranny of Government, or the intolerance of Religion, but even to a more injurious extent from the commercial jealousy of the mercantile interest in England. In 1775 a petition from Man-

British domination was once a national sentiment in Ireland, and an unselfish, enthusiastic loyalty to whatever is considered the national cause has always been a characteristic of its inhabitants.

My Lords, if you wish to understand how enduring can be the traditional devotion of an Irish peasant to whatever he regards as his party, turn only to the records of the blood feud which was perpetuated generation after generation between the famous factions of the Two-year-olds and the Three-year-olds, long after all knowledge even of the original cause of the dissension had been forgotten in the night of ages. Is it surprising then to discover that the old watchwords have not lost their charm in the ears of an imaginative, enthusiastic race, who have been taught from their early childhood to regard the English Government, race and religion, with profound mistrust? But, my Lords, it must be remembered that in addition to these traditional causes of disaffection, there has always been, and there is now, a great deal of physical suffering in Ireland; a considerable portion of the lower classes are steeped in penury; such sudden transitions, as that which occurred after the potato famine, in the vital economy of a nation, cannot take place without entailing a vast amount of misery on those who are concerned in it.*

chester, signed by 120,000 persons, was presented to Parliament praying that the importation of Irish linen might be prohibited!

* A distinction should always be drawn between the

As I have already indicated, whereas in England, the surplus population of the country is absorbed by the various manufacturing industries, in Ireland it is left to stagnate on the soil; and, as a natural consequence, the field prepared for these foreign propagandists of Revolution is both extensive and suitable to their purpose.*

What wonder is it therefore if when American ex-colonels spread themselves through the country, like so many electioneering agents, opening whisky shops, scattering handfuls of silver, and telling their only too confiding dupes, that an American fleet is on the seas and an American army on the point of landing in Bantry Bay, with the sole end and object of giving to each particular listener a nice piece of land and a smart house, the enraptured audience should yield to the charms of the prospect, and enrol themselves at once in so promising a confederacy.

But, my Lords, it is only the very lowest classes of Ireland that fall beneath these delusions; in fact, what we are now enduring seems to be like the last onward rush of a retiring tide, of which the first great wave broke in 1798,

increase of wealth in a country, and the improvement in the material condition of particular classes in that country. The latter change depends not on the rate at which capital is accumulated by the community, but on the mode in which that wealth is distributed.

* In Scotland only 26 per cent. of the population are dependent on agriculture: in Ireland the proportion is 60 per cent.—See Appendix M.

enveloping even the higher ranks of society within its vortex. When in 1848 it again returned, its energy was already checked, and scarcely reached the level of the middle classes, while now, with what appears to be an expiring effort, it whirls along in its destructive embrace none but the most ignorant and reckless of the lower orders.

Such, my Lords, to the best of my belief, is the nature and character of the present disaffection in Ireland:—a disaffection, as I have endeavoured to show, entirely independent of those causes to which it is usually attributed, and certainly not to be dissipated by any extraordinary effort of Parliament. A disaffection, not at all affected by a Protestant establishment, and quite distinct from the uneasiness which pervades the farming classes in regard to their relations with their landlords; a disaffection shared in by no class that has anything to lose, or by any religious community that recognizes the obligation of the simplest principles of morality, but a disaffection produced by the introduction of a filibustering leaven amongst a credulous and impulsive populace, whose social status and material comfort having been compromised by the changes which have taken place since 1848, naturally turn a ready ear to those who promise them an indefinite share of wealth and lands under a Fenian republic. But, my Lords, though I have endeavoured to show that the discontent of those persons who occasion our present difficulties can neither be reached by legislation nor has been produced by the want of it, I must guard myself from being sup-

posed to think that no legislative improvement is applicable to Ireland; on the contrary, a good deal may still be done in that direction, and when the proper time arrives, I am sure your Lordships will lend to such measures as may be proposed your best consideration. Still less, my Lords, do I wish it to be imagined, that I think no moral influences can be brought to bear upon the condition of that country; on the contrary, it is to the personal exertions of those connected by property with Ireland, that we have a right to look for assistance in the improvement of its people: and I must be permitted to say that those who do not personally interest themselves in the condition of their fellow countrymen from whom their revenues are derived, and whose only knowledge of their tenants is the colour of their money, incur a very grave responsibility.

At the same time, my Lords, it is not that I believe the estates of absentee landlords to be badly managed, or their tenantry unjustly used; on the contrary, in many cases it will be found that a better system, and a more liberal treatment is applied to those estates than it is in the power of many of the resident gentry to afford to theirs; but to those who urge this plea, I say it is something different from this that is needed—something more than the yearly scattering of a few crowns across the counter of an agent's office that is required to invigorate and vivify our social system. It is your presence, your sympathy, that your people want; the sight of your wives and daughters moving through their villages on errands of charity and

mercy, the tangible proof that you regard them as your fellow-citizens, and Ireland as your common country, and that your own pride and happiness are interwoven with the welfare of its people. And yet, even here, my Lords, I must not overstate the case, or exaggerate the influence of absenteeism in Ireland. Many and beneficent as would be the results, did every Irish landlord reside on his estate, it would be as incorrect to represent the future of Ireland as depending mainly on these moral influences, as it would be to base the prospect of its regeneration on Parliamentary interference. It is on far wider and more powerful agencies that we must fix our hopes, on the action of those natural economic laws which have already begun to operate so beneficially in distributing population in accordance with the demand for labour, and in opening up other fields of employment for the people; thus producing a double benefit, by enabling the farmer to enter into a contract with his landlord on equal terms, and the labourer to make a better bargain with his employer. It is on such agencies as these that we must rely for the future; and in the mean time it will be our duty to persevere in the course, inaugurated with such singular judgment and discretion by the present Lord Lieutenant of Ireland, and with a gentle, temperate, but irresistible hand to protect the religion, the property, the education, the industry of Ireland,—all that constitutes the nation,—against the mad attempts of a parcel of reckless adventurers, and to save those whom they have made their dupes from the consequences of their own folly.

SUBSTANCE OF A SPEECH

ON THE

RELATIONS OF LANDLORD AND TENANT

IN ULSTER,

DELIVERED BY LORD DUFFERIN

AT A TENANT'S DINNER ON 20TH APRIL, 1865.

It is but too often imagined, Gentlemen, that in this country a less cordial understanding exists between the landlords and their tenantry than in other parts of the United Kingdom. I conceive that to be altogether an erroneous impression. Whatever may be the case in particular districts, I believe that, generally speaking, not only in Ulster, but elsewhere in Ireland, the most friendly understanding exists between the owners and the cultivators of the soil. If anything were wanted to prove such to be the case, at all events as far as our part of the country is concerned, it would be the friendly welcome you have contrived to give me, without allowing me to discover who were the particular individuals to whom I am indebted. Nay, gentlemen, I will even go a step further, and I will venture to say that there is not a landlord in this county with whose joys and sorrows their tenantry would not show a similar amount of kindly sym-

pathy when a fitting opportunity might present itself; and if anything could enhance our satisfaction at such a state of things, it would be the reflection that these genial tokens of good will should emanate from a race of men so sturdy, so independent, so incapable of servility as the tenant farmers of the "Black North;"— for it proves that the intimate relations which subsist between the cultivators and the owners of the soil, must be established on a sound and healthy basis, and that in regulating the vital interests which subsist between them, the tenants are able to place as much reliance on the fair dealing and forbearance of their landlords as the landlords are on the integrity, the industry, and the fidelity to their engagements of their tenantry; for it is only out of mutual esteem, respect, and confidence, that feelings like those to which we each have such pleasure in giving expression can arise. At the same time, gentlemen, I must not forget to state that, satisfactory as I consider our relations in all essential particulars, I am by no means sure that the details of the system we have adopted for carrying on our business might not be improved. Nay, I might even permit myself to say that, if we met each other, when transacting our affairs, less as friends, and more as men of the world, it might in the end result in our mutual benefit; for, gentlemen, if I have a fault to find with you, it is this— that, in making your arrangements for the cultiva-

tion of your farms, you are disposed to place yourselves too much in your landlord's power, and to trust, I will not say to an unmerited, but certainly to an imprudent extent to his sense of justice.

For instance, gentlemen, from the time I came of age until now, I do not think that I have been asked more than once for a lease, yet many of you have spent a great deal of money on the improvement of your farms—on draining, fencing, and even in the erection of farm buildings and houses, without possessing the slightest security but my sense of honour for such an extension of your occupancy as would be necessary to render your outlay remunerative. It is true you have the custom of Tenant-right, and most glad and thankful am I that the landlords of Ulster, by their unvarying practice of respecting the equitable claims of their tenants, even though unsupported by law, should have contributed to the establishment of such a custom; but, after all, ready as I have been to accept the custom of Tenant-right as an expedient for the present situation of affairs, it must always be considered but an unsatisfactory security to the tenant, in comparison with that status the law would give him, if only he would take the precaution of making his bargain before he spent his money. As, however, I am afraid it is hopeless to impress you with a proper appreciation of this fact, and as many of you are irretrievably committed by the expenditure you have already made to the old system, I will content myself at present

with submitting to you a few suggestions, by the adoption of which it seems to me your own position will be improved, and our mutual concerns proceed on a more business-like footing.

In order, however, that you may better understand my meaning, I must be allowed to state, in a few words, what I apprehend to be the circumstances out of which the present rather complicated relations between the landlords and the tenants of Ulster have arisen.

In former days--that is, 250 years ago—it would appear, from the evidence which I have been studying, that the then proprietors of the soil, whose object it was to induce their fellow-countrymen to come over from Scotland to cultivate their almost unpopulated estates, were in the habit of letting off large areas, often comprising several hundred acres, at low rents and under very long leases. In process of time, as the prosperity of the country increased, and the sons and daughters of their original tenants began to multiply and replenish the earth—a good old habit which, I am happy to say, they still retain —each of these farms came to be subdivided amongst the younger members of the family until at last, this process being repeated through several generations,* the landlord, on re-entering upon the

* The long French war, and the consequent enhancement of prices, undoubtedly stimulated the subdivision and subletting of farms to an extraordinary degree.—See p. 31, note †.

management of his property at the expiration of the lease, found himself confronted by two dozen tenants, when his grandfather or great grandfather had only inducted one. Here, then, began the first difficulty in the management of Irish property. But, unfortunately, here it did not end. In all probability, every one of these two dozen sub-tenants (of course I am putting the case generally) was surrounded by half a dozen stalwart sons whose only notion of existence was to follow their father's plough as long as he lived, and subdivide his holding at his death. Indeed what other prospect lay before them? Trade there was none; manufactures there were none; emigration there was not yet. The potato field bounded their moral horizon, and the strength, and energy, and intelligence which, under happier auspices, might have been employed to so much better purpose, were ignobly cramped within the four corners of a ten-acre farm.*

In the meantime, the position of the landlord was scarcely more advantageous. Though no longer protected by a lease, the patriarchal colony

* It must be remembered that now there is no reason why this passion for the possession of a patch of land should be indulged. Not only do the wages of a labourer exceed the profits of a small farmer, but by a change of residence, highly remunerative employment is frequently placed within the reach of the man's sons and daughters, so that the collective earnings of the family are greatly increased. I have known instances of this.

I have described had struck such root into his estate, the evil days of the potato disease were so distant, that he had neither the inclination nor any other motive for interfering. The only stipulation which came to be accepted by mutual consent as the obvious consequence of such a state of things, was that the tenant who had already built his house, probably before the ancient lease had expired, should keep it in repair; and, if he needed more accommodation, should himself construct it, the landlord, perhaps, supplying slates or timber, as the case might be. Hence arose the next peculiarity of the system now prevailing in this country —namely, the custom for the tenant, and not the landlord, to make the permanent improvements;* for it must be apparent to every one that, were he as rich as Crœsus, no landlord could have afforded to erect a separate dwellinghouse and farm steading on every five, ten, or even twenty acres of his estate. Consequently but two alternatives lay before him— either to abolish all small holdings, and having squared up the land into large farms, with buildings exactly proportional to the requirements of the area to be cultivated, to let them to men of capital, which would have been an inhuman alternative, or else to acquiesce in the state of things actually existing, until the progressive prosperity of the country, and

* The tenant himself generally prefers this arrangement to being charged the interest on the money when they are executed by the landlord.

the partial absorption of its agricultural population by more lucrative pursuits than ten-acre farming, should give him an opportunity of doing with advantage what I admit it is desirable he should do —viz., make all the permanent improvements himself. From the moment, however, that the latter alternative is accepted—viz., that of allowing the tenant to erect the buildings—it becomes evident that his interest in his farm extends beyond that of an ordinary tenant under an agricultural lease, inasmuch as the twenty-one or even thirteen years which is found sufficient to enable a Scotch or English tenant to obtain an ample return for his expenditure in labour and draining, is not sufficient to remunerate an Irish tenant for his outlay on a house and steading, unless, indeed, the rent of the farm should be expressly lowered out of regard to such a circumstance. On the other hand, as the landlord in right of his proprietorship is entitled to any advantage which may arise out of the incidental development of the latent properties of the soil, or from an increase of prices, an improved means of transport, or other causes affecting the value of land, it would be equally out of the question for him to apply a building lease to an agricultural tenure.

Out of these conflicting considerations, therefore, has arisen that expedient generally known as the custom of Tenant-right, under which, whenever a tenant is required or desires to vacate his farm, he

is supposed to receive from the incoming tenant such a sum of money as may fairly represent the value of his various improvements, such as houses, buildings, drainage, &c., due regard being had to the duration of his expired occupancy. And, gentlemen, I must say, considering the difficulties of the situation, I hardly think a more convenient device could have been invented for meeting them. A fair rent being put upon a farm by the landlord, what could appear more reasonable than to allow the incoming tenant to decide what he would give for the farm buildings, &c., into the possession of which he was about to enter? Unfortunately, however, the same vicious element which originally infected the Irish land system again made itself felt at this stage of the proceedings, and in a great measure destroyed the legitimacy of the operation; for the desire to obtain land at any cost having, year by year, augmented with the increase of a population for whose energies no other outlet was apparent, the sums offered by competing candidates for the possession of a farm soon lost all relation whatever to the real value of the improvements they were supposed to represent, and, when unchecked by the judicious interference of an agent, sometimes nearly equalled the fee-simple of the land.

Now, independent of its justice or propriety, a little reflection will convince you that a system conducted on such principles must result in ruin

and disaster to all concerned. Who were the men who offered these large prices? Were they men of capital? possessors of such sums of ready money as to justify them in indulging in any luxury they took a fancy to? Was there anything peculiarly precious in what they desired to acquire? Were the stables, the byres, the dwellings of a superior description? No! on the very contrary, so little is, or was, this the case that it may be stated almost as an axiom that the more inadequate the size of the farm, the more ruinous the farm buildings, and the less affluent the man himself, the more reckless would be the offer he had made. Within my own knowledge,—within your knowledge, there are scores of persons I could name who have actually occupied farms under me, have lingered in possession a certain number of years, and have finally been driven out, not by any act of mine, but by the persecution of their creditors through the country, on account of debts contracted for the express purpose of paying for the Tenant-right of the land, which they were never able to cultivate, and for which they never paid the rent.*

In fact, gentlemen, what can be expected from a method of proceeding which not only drains a man

* It is curious to observe how the same causes are producing exactly the same results amongst the small occupiers in France, whose farms appear to be even more heavily mortgaged.—See p. 16, note †; and M. About, Appendix C.

of his last penny, but actually saddles him wi
debt at the very moment he is required to emba
in a very considerable amount of expenditure,
he has the slightest expectation of rendering
enterprise successful?

Again, how distressing and disheartening to an
landlord whose ambition it is to leave his tenantry
at his death in a better condition than he
them, must be the spectacle of such a suicidal an
deteriorating practice! Himself content to let hi
land at a far lower rate than the rackrent or com
petition price, in order that, by leaving them
more ample margin, his tenantry may live better
dress better, educate their children better, and rise
in the social scale, he is forced to see his own
moderation entirely neutralised by a surreptitious
sale of nominal improvements, which abstracts
from the pocket of his future tenant forty years'
purchase of the difference between the fair rent he
is content to take and the exorbitant rent he might
have had from a dozen people, had he been so
minded. Nay, more: even his very virtues, his
liberality, his reductions, his good faith, the money
he has spent in schools, in cottages, and, above all,
his low rents, tend to enhance the price against
him; for the more considerate a landlord is, and the
easier his terms, the greater is the anxiety to live
under him, and, consequently, the higher the
Tenant-right on his estate. Gentlemen, I have
heard of a lady's virtue being a marketable com-

modity, but I am inclined to believe the reputation for kindness and fair dealing of many an *Ulster* landlord is a far more frequent though hardly more legitimate object of barter.

From most of the evils of this system, however, I have done my best to protect you. Within six months after I had entered upon the management of my property, I became aware of the difficulties of the case; and while on the one hand I hastened to acknowledge the claim of the tenant to fair compensation for his *bonâ fide* and unexhausted improvements, and would have been glad to have seen them recognised by law, on the other I steadfastly set my face against the enormous sums which, in their recklessness and folly, many men were ready to give for farms not only without any buildings upon them, but whose fields themselves were in the worst and most exhausted condition. Having reduced my rents, and being myself ready to forego the advantage to be derived from the morbid craving for land which then existed, I determined that my efforts for your benefit should not be neutralised by an illegitimate enhancement of Tenant-right prices. Disdaining to accept a competition rent which, as you very well know, would have added perhaps five-and-twenty per cent. to my rent-roll, I felt quite at liberty to put a veto on a similar principle as applied to farm purchases. By insisting, moreover, that no new tenant should be introduced on to the estate, to the

exclusion of those who had already held land under my father and ancestors for so many generations, by invariably giving the preference to a tenant adjoining the vacated farm, by instructing my agent to value the premises, and estimate the claims of the outgoing tenant as against his successor, and by paying myself the sum thus assessed as compensation for improvements, and not charging it, or charging only a portion of it to the new tenant, I have succeeded in providing most of you with a large quantity of additional land, which is every day becoming more essential to the success of agricultural operations, at a third of the expense to which you would have been put if I had not taken these precautions. Being convinced that land is worth no more than a fair rent, it has been, and will be, my constant object to let you have it on these terms.

But, gentlemen, beneficial as these regulations have undoubtedly been to you, their application has been a source of such anxiety and labour to myself, or rather to my agent, that I am very much inclined to make you a proposal, which you will probably consider advantageous to yourselves, and which will relieve my office of a class of duties and responsibilities which do not properly belong to it. As I have already mentioned, whenever a tenant wishes to surrender his holding, and any one of my adjoining tenants is anxious to become his successor, I send my agent to the spot to value

the improvements on the farm, and to see that justice is done between the two men—that is to say, that the money the in coming tenant proposes to pay is no more than commensurate with the value he is about to receive in the shape of houses in good repair, drains in working order, unexhausted manure, and good fences—and I believe that the bargains carried into effect under his auspices have given general satisfaction. But, at the same time, it must be admitted that it would be more convenient that this duty of arbitration, if I may so style it, should be conducted by some other person than my agent, as, indeed, becomes even more apparent when these occasions arise on which I myself undertake to compensate the outgoing tenant for his improvements; for then, as it were, I am compelled to be judge in my own cause —a necessity which invariably results in the tenant getting a better bargain than he is entitled to, for I find my agent is always disposed to be harder upon me than on my tenant.

In order to place these transactions on a more business-like basis, I would propose to you that we should refer all questions of this nature to some professional gentleman of recognised experience and ability, in whose judgment and impartiality you could place as much confidence as I myself. Probably among the officers employed as valuators under the Encumbered Estates Court some such person could easily be found; and, supposing always he be a man of recognised ability in his profession,

I should be quite content to leave the choice of the individual to yourselves. Twice a year then, at those seasons when farms are wont to change hands in this country, this person would come down, and repair in person to the several farms on which the improvements would have to be valued. He would go into each case on its individual merits. He would see with his own eyes what had been done by the outgoing tenant; he would examine his drains and his buildings; he would hear the evidence of his neighbours as to the old fences which had been removed and the new ones erected; he would sniff at the manure heap, and test the condition of the soil; in fact he would possess himself of every item of the claim that, whether in reason or otherwise could be brought forward by the tenant. On the other hand, the landlord would also be represented by his agent, who would be able to urge whatever circumstances might be adduced as offsets to the amount demanded by way of compensation, in which counter claim would of course be included contributions in the shape of timber, slates, &c. express easements of the rent, length of occupation or deteriorations and waste. By such a process it is impossible not to believe that a settlement satisfactory to all parties would be arrived at.

The principles on which the valuation is to be founded I am willing to make as liberal as you can desire. Houses and farm buildings shall be estimated at their actual value, without reference to the term of years they have been occupied, always

provided that they are suitable for the agricultural purposes to which they are supposed to be devoted. The same rule shall apply to gates, hurdles, machinery, and iron fences. Draining, standing crops, and manure shall be dealt with under the same rules as have been adopted in England and Scotland; in fact, my only desire is to carry out the principle of giving to the outgoing tenant the fairest possible compensation for his *bonâ fide* unexhausted improvements.

Such, Gentlemen, is the proposal I have to make to you. I believe it will be for your advantage to accept it; for, although undoubtedly our relations will still be regulated, as far as these transactions are concerned, only by good faith and a mutual understanding, the machinery thus introduced will give an additional guarantee that your interests will be impartially attended to. Were it in my power, I would willingly convert the equitable obligations I thus recognise into legal claims; but the more I have considered the matter, the more convinced I am that legislative interference, though beneficial to good landlords, would take away from the tenant more than it accords. I have a right to pronounce an opinion on the point, for I have myself been the author of a Tenant-right Bill; and, to use an expression of St. Paul's, I am sure you will find yourselves better "under grace than under the law." Nevertheless, a committee has been appointed in the House of Commons for the reconsideration of the question, and, perhaps, their

labours may throw some light upon the subject. At all events, I am glad the matter will be again gone into; for the more searching the inquiry, the more business-like the investigation, the more fatal will it be to all unreal, exaggerated, shadowy pretensions, and the more beneficial will it prove to those whom it is the interest of every landlord in Ireland to cherish and protect—the tenantry who desire to make substantial and *bonâ fide* improvements.

In conclusion, gentlemen, I would again entreat you to do your best to assist me in discouraging your neighbours and those over whom you exercise any influence from giving such unreasonable sums as I am aware are still offered for land in the most unimproved condition. You are all of you anxious to increase the size of your holdings, for it is very evident the days of ten-acre farms are numbered,* and therefore it is your interest to maintain a reasonable market. I will do my best to assist you, but I know that in spite of my efforts, and without my knowledge, even on my own estate, surreptitious sums are extorted from my tenants

* See Mr. Bullock's evidence before the Devon Commission:

Q. Is the condition of the large farmers on the whole improving?

A. I think they are improving in our neighbourhood.

Q. With respect to the small tenantry, do you think they are improving?

A. I am afraid it is just the reverse with them.

Q. What do you consider the cause of the large farmers improving, and the small farmers going back?

A. The cause I would assign for it is, that when a man is in

by those who have no justification for their conduct. Such a practice can only end in misery and disappointment. Prices are still low, labour is daily becoming scarcer, it requires the utmost vigilance and industry for a man to farm even 50 or 60 acres with profit. The population is gradually awaking to the fact that there is something better for them to do in this world than share with their brothers a patch of their father's potato ground, and, as an inevitable consequence of this more healthy feeling, it will gradually come to be understood that land is only worth the rent, *plus* the real value of the farm buildings upon it; and these reckless purchasers of what they falsely call Tenant-right will find when it is too late that they have loaded themselves with debt, and expended the savings of years in the acquisition of that which possesses only an evanescent and factitious value. Far better would it have been for them if,—instead of clinging so tenaciously to the soil (which being limited in extent can only be advantageously cultivated by a limited number), and, what is worse, cramping and

any trade, no matter what it is, the more business he does, although he gets smaller profits, he will be making more money. The large farmer has only one establishment to keep up, and one expense, and he will make more of one large farm, than other persons do with three or four small ones—he has but one establishment.

Four horses in one man's possession will work 100 acres of land as well as eight horses will, with the land in four men's possession.

confining the energies of their children within the limits of the same narrow and ungainful servitude, —they had manfully looked necessity in the face, and sought in other occupations a healthier and more remunerative field for the exercise of their intelligence and energies.

Gentlemen, it is undoubtedly a sad thing to watch the tide of noble-hearted, free, and energetic men, year by year, flocking from the shores of Ireland to seek a better future on more abundant soils. But, gentlemen, I confess, a still sadder, and to my mind a more terrible, spectacle presents itself whenever I see a patient, industrious tenant, hopelessly struggling on year after year, encumbered with debt contracted on the Tenant-right of a farm too small for remunerative cultivation, and surrounded by promising boys and girls, whom his necessities confine to the drudgery of field labour, and whose minds are gradually becoming spell-bound by the same unhealthy craving after a patch of land which originally tempted their father to his ruin. Such a sight, I say, is, to my mind, the more painful of the two; for whereas in the one case we can picture to ourselves the emancipated emigrant manfully working his way in the world until at last his efforts are crowned with affluence and success, in the other we can only look forward to the gradual but sure approach of still more bitter disappointment, and a deepening degradation in each succeeding generation.

PRINCIPAL PORTION OF THE EVIDENCE GIVEN BEFORE A SELECT COMMITTEE OF THE HOUSE OF COMMONS ON TENURE AND IMPROVEMENT OF LAND (IRELAND) ACT.

BY THE RIGHT HON. LORD DUFFERIN, A MEMBER OF THE HOUSE OF PEERS, ATTENDING BY PERMISSION OF THE HOUSE, 15th, 18th, 22nd, and 25th of May, 1865.

* * * *

960. *Chairman.*] Is it your impression that agriculture is in a very flourishing condition in Ireland, or that it is in a very backward condition?—There can be no doubt that agriculture in Ireland is in a backward condition, and that it is more backward in some parts of the country than in others; but I think that even in the most advanced parts of Ireland the agriculture is inferior to the agriculture in the best districts of England and Scotland.

961. Would you say that agriculture is more advanced in the province of Ulster than in other parts of Ireland?—I do not think it would do to say in Ulster generally, because there are parts of Ulster in which the agriculture is in as backward a condition as in any other part of Ireland; but the largest proportion of good agriculture in Ireland I should say was in Ulster.

962. In what portions of Ulster would you say?—In my own county, the county of Down, in Armagh, Monaghan, part of Antrim, part of Tyrone, and part of Donegal.

963. To what amongst other reasons would you attribute the more advanced condition of agriculture in those portions of Ulster?—I believe, but of course it is only my impression, and I cannot go beyond that, that the inhabitants of those portions of Ireland in which agriculture is superior are more industrious than the inhabitants of

other parts of Ireland where agriculture is in a less forward state; and I also believe that the relations subsisting, and which have subsisted for years between the landlords and the tenantry in those parts where the agriculture is in a forward condition, have been upon the whole better than in those parts of the country where the agriculture is now in a less forward condition.

964. In those parts of the country to which you allude does the custom of tenant-right exist?—Yes.

965. Will you have the goodness to explain to the Committee what is meant by tenant-right?—Certainly. But perhaps, in connection with my last answer, in order that its effect may not be misunderstood if followed by the question which you have addressed to me, I think it right to state that I should not be disposed to attribute those good relations subsisting between the tenantry and the landlords of the north of Ireland to the existence of tenant-right, but that the existence of what is called the custom of tenant-right has been the consequence of those good relations.*

966. Is tenant-right a matter of recent origin, or has it existed for a considerable time in those counties?—I think the custom of tenant-right is a very difficult one either to describe or to explain, and perhaps very few people would be disposed to agree as to its historical origin. The custom may be, I think, thus defined: Tenant-right is a custom under which the tenant farmers of the north of Ireland, or, at all events, in those districts where that custom prevails, expect when they have occasion to give up possession of their farms, that their landlords will allow them to obtain from the incoming tenant such a sum as shall

* Although the custom of Tenant Right has been established as a custom by the moderation and fair dealing of the Ulster landlords, the loyalty of the tenantry to each other has contributed to its maintenance. A landlord who was considered to have treated an outgoing-tenant with injustice would find difficulty in getting another tenant to take the farm. Even competition ceases, when a claimant appears, whom the neighbours consider to have some prescriptive right to become the tenant. See an instance of this, p. 202.

remunerate them for their improvements upon those farms. But at the same time, though I think that that is a perfectly legitimate definition of the custom of tenant-right as now understood, there is undoubtedly another element which exists, and which influences the operation which I have described. But the element is a very impalpable one, because, although of late, since the question has been agitated and the real elements of tenant-right have been analysed by public discussion, even the farmers themselves will describe their claim as a claim on account of improvements, there can be no doubt that the sums which were paid by the incoming tenant to the outgoing tenant very often had no relation whatever to the real value of those improvements, and the thing sold, instead of being called the tenant-right of a farm, which is now the term generally applied to it, used more commonly to be called the goodwill of the farm, and under that designation I think a different thing would be understood than a payment made for the value of the improvements into the enjoyment of which the incoming tenant was about to enter. I think under the term "goodwill" would be recognised something approaching to what I may call "black mail," paid by the incoming tenant to the outgoing tenant, in order to induce the outgoing tenant not to interfere with his quiet possession of the farm.*

967. At any rate, you say that in those districts the tenants are generally improving, and that agriculture is in rather an advanced state, as compared with other portions of Ireland?—Certainly.

968. Does not this tenant-right give to the occupier of a farm a sense of security?—Yes, certainly.

969. And do not you think that the existence of that sense of security is necessary to the proper development of the resources of the soil?—Yes, I think that the existence of the custom of tenant-right has upon the whole,

* An incoming-tenant having paid an exorbitant sum to his predecessor, excused himself to Mr. Curling, on the plea "That he would sooner have his blessing than his curse." See Mr. Curling's evidence.

in a certain sense, been a benefit to the north of Ireland, though in another sense it has not been a benefit. I do not think that I am prepared to balance the advantages or disadvantages which have resulted from that custom; but this I am quite prepared to say, that so far as tenant-right represents the custom under which the landlords of the north of Ireland have been in the habit of allowing the outgoing tenant to receive from the incoming tenant a fair compensation for the permanent improvements which he shall have placed on the farm during the time of his tenancy, and for which he shall not have had time to recoup himself, the custom has been an excellent one; but so far as tenant-right is a custom under which, without any reference whatever to the improvements into the possession of which the new tenant is about to enter, he has been in the habit of paying over to the outgoing tenant an enormous sum of money, amounting sometimes to 10, 15, or, I believe, even 20 years' purchase of the rent, the custom is a most unfortunate one.

970. Whatever uncertainty you might have as to the advantages or disadvantages of tenant-right are the Committee to understand you that you have no difficulty in forming an opinion as to the necessity of giving an industrious tenant compensation for improvements, in case of his eviction or the termination of his tenancy?—Certainly; I have a strong opinion upon that point. It seems to me that if a landlord invites a tenant to cultivate a farm, and if a general custom pervades the country, under which it is understood that a tenant at the expiration of his tenancy shall obtain a certain sum of money in consideration of his improvements, a moral obligation rests upon the landlord to see that a tenant who, we will say, expends a capital of £100. in the erection of a house, should, at the expiration of his tenancy, even though that tenancy should be of a great number of years' duration, obtain a fair amount of compensation.

971. Would you give him the full value of what remains of the improvement at the termination of his tenancy?—As a matter of private arrangement between myself and

my own tenants, and as my private opinion, I am inclined to think that a tenant who has built a house, even though he should remain in the occupation of a farm upon which that house was built, and in the enjoyment of the premises so constructed, for 60 or 70 years, would be entitled, at the expiration of his tenancy, to receive the actual amount which the buildings at that period might be worth; always provided that the landlord, before the house was built, or while the house was building, did not make any intimation to him that he was doing anything contrary to his wishes, or did not put him upon his guard. But in regard to improvements of a different description, such improvements as may be said to repay to the tenant the capital which he has expended, together with a fair interest upon that capital, within certain periods, I think that the scale of compensation ought to be regulated by such a system as I believe is adopted in Scotland and in England under similar circumstances.

972. Would you explain your views a little more fully with regard to such an improvement as a building, or other permanent improvement?—For instance, I think that a house probably at the end of 60 years, if kept in proper repair, would still be worth a very large proportion of the sum originally put upon it, and the tenant, on the supposition of 90 years being the proper term for a building lease, may not have had an opportunity of recouping himself for the expenditure which had thus taken place, as far as the house was concerned; or, again, we will take the case of a tenant who has settled on a very stony district; that tenant, at the time that he originally entered into the occupation of the farm, will have found it worth almost nothing, but by dint of removing the stones, and either burying them or building walls with them sometimes, as I have seen them, eight feet broad and six feet high, will have converted what was comparatively worthless land into not very valuable land, but still land of a certain amount of value. I think, under those circumstances, that the tenant's claim would not lapse within the same

period in which his claim for such improvements as draining, &c. would have lapsed, and that, therefore, a different scale of compensation must be applied to the one class of improvements from that applied to the other.

973. Would you, at the termination of his tenancy, consider the full value of the improvement, such as it then existed?—No. I think that even with regard to a case of that kind, you must admit the principle that the tenant's claim for compensation would undergo some amount of lapse; because it is to be supposed that when he made those improvements they were intended to be, and that they actually were, remunerative improvements, though it might take a longer term of occupancy for him to acquire the remuneration.

974. Assuming that there was ground for a claim for compensation, inasmuch as the improvements still remained, would you give him that compensation in the form of an annuity such as the Act proposes, or would you give it him in a lump sum?—It seems to me that if that could be done, it would be desirable to give it in a lump sum. I do not believe that the giving compensation under the form established in the Act would be any inducement to a tenant to invest his capital.

975. I suppose the great object of those who wish to benefit the country as well as their individual estates, is to induce the tenants to improve?—Yes, just so; but I must say, as far as my experience goes, I do not think that tenants require any stimulus to improve their holdings.

976. Do you consider that the want of that necessity for supplying a stimulus to the tenancy of the north of Ireland is to be accounted for by the existence of tenant-right which secures them, to a great extent, not only in the possession of their land, but in the enjoyment of the fruit of their industry?—I think that if the matter comes to be very closely examined, you must not attribute this feeling of security exactly to tenant-right; I think you must attribute it to the good understanding which has always prevailed between the tenants and the landlords of

the north of Ireland, of which the custom of tenant-right is the exponent.

977. If it do arise from that better feeling, at any rate there is a substantial protection to the tenant in the existence of tenant-right?—Certainly.

978. Are you of opinion that the tenant, having that protection, has more inducement to improve than a tenant in other parts of Ireland where no such custom or protection exists?—Yes, I think so.

979. Would you think it necessary to supply the same inducement in the three other provinces of Ireland, in which the custom of tenant-right, which gives a sense of security, does not exist?—If it could be managed, I should be very glad that every tenant in Ireland should feel assured when he makes a *bonâ fide* improvement, that he will receive fair compensation for it.

980. Do not you think that the offering to the tenant full compensation for his unexhausted improvement, in case of eviction or termination of his tenancy, would be one of the best means of inducing him to invest his capital on the soil?—Yes, certainly.

981. Is it not your opinion that there is scarcely any part of Ireland which does not want improvement?—I think there is scarcely any part of Ireland that ever I have seen that does not.

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986. You are of opinion, are you not, that it is in a very backward state?—Very.

987. And are you of opinion that there must be some reasons, whatever those reasons may be, which prevent its proper cultivation?—Yes.

988. Inasmuch as the tenants of the north are industrious, and as you consider that one of the reasons why they are so is that they have a certain sense of security that if they improve they will have substantial value for those improvements; do not you think that if the same principle were applied to the other provinces of Ireland through the instrumentality of the law, the same result would be likely to happen; that is to say, that the land

would be improved, and the condition of the people would be more or less elevated?—Yes, I think so.

989. On whom do you rely in the north of Ireland, as a rule, for the improvement of the soil?—As a rule, upon the tenants.

990. Are there not in the north of Ireland instances, and perhaps many instances, of landlords themselves improving their estates?—I think that the way in which an estate in the north of Ireland is managed, is this: I will take my own case, as that will furnish as good an illustration as any. On coming of age I found my estate let to a great number of tenants; the average size of the farms was about from 15 to 20 acres; a certain number of farms were as large as 40 or 50 acres, I think there were a very few over 70, and there were a great number under 15, and a certain number under five. Upon every one of those farms, upon each of the largest as well as upon each of the smallest, there was a separate plant, consisting of a dwelling-house and farm buildings; there can be no doubt that to a very considerable extent those dwelling-houses and those farm buildings had been erected by the tenantry on the estate; but at the same time there exists evidence that although perhaps the majority of those farm houses and farm buildings had been erected by the tenantry, yet that in a great number of instances my predecessors had contributed something towards their erection; generally speaking the timber was contributed, very often the slates were added, and sometimes an easement of the rent took place. So that the statement that the farm buildings, &c., and improvements of that description, were executed by the tenant, requires a considerable amount of modification.*

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994. Therefore it would follow, I suppose, as a natural conclusion, that you rely more upon the tenants to improve than you do upon the landlords as a rule?—If, without reference to other considerations, I were to determine to furnish my estate with farm buildings, the plan I should

* See p. 14.

pursue would be as follows: I should first mark out upon that estate the areas most suitable for separate cultivation, and, having performed that preliminary operation, I should proceed to furnish each of those areas with the necessary amount of farm buildings, and by this plan I should have applied to my estate, at the smallest possible expense, the exact amount of machinery necessary for its cultivation. But where you have the disturbing element of such facts as exist in Ireland, that is to say, where you find your estate occupied by a very large population, and cut up into very minute subdivisions, each requiring a separate farming establishment, it would clearly be not only impossible but most unprofitable if it were possible, for the landlord himself to erect those farm buildings, inasmuch as they can be executed much more cheaply, and more conveniently by the tenant.

995. Even in Ulster, I believe, the farms are all small, are they not?—Very small.

996. Do you find those tenants prosperous, or able to live decently, say upon the holdings of from 10 to 20 acres of land?—During the last few years, and during the last three years especially, I think it is very evident that the occupiers of very small farms of from 10 to 15 acres are going to the bad. Though they are struggling men, I do not expect that they will be able to survive in the occupation of those farms for many years.*

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998. *Chairman.*] Is not that class of farms on the decrease?—Yes, very much; for instance, the career of a tenant of that description is something of this kind. In the first place he has very frequently either run into debt, or exhausted his stock of ready money by the original purchase of his farm; he has probably a large family: if his sons grow up they do not like to go out as labourers, they prefer assisting him in the cultivation of the farm. He is not able to buy a sufficient number of cattle, and the limits of the farm are not sufficiently large to enable him to keep them with advantage. In all probability, he owes a

* See Note, p. 19; also Mr. Bullock's evidence, Note, p. 64.

considerable amount of money to his neighbours, and year by year he gets a little in arrear to his landlord. One year he perhaps pulls up a portion of that arrear; the next, he falls back into it again, and so it goes on from bad to worse, until at last he comes to me and says that he wishes to give up his farm. The real fact is, not in my opinion, because I am no authority upon these points, but in the opinion of those whom I consult upon agricultural matters, a 10 acre farm is not sufficient to enable a man to keep the number of cattle which it is necessary for him to have in order to be able to hold land at all, under the present prices.

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1001. Do you wish to add anything else with regard to a small farmer?—I do not know whether this would be the proper time to mention it, but there is a very important fact with regard to small farmers which I think it is proper that the Committee should know; and it is this, on many estates in the north of Ireland permission is given to outgoing tenants to sell their farms to the highest bidder, and even notices are posted in various parts of the country, to attract persons to come and bid. I am now speaking of farms which are without leases—tenancies at will. I think it may be laid down as a general rule, that what are called the tenant-right prices given for small farms are always higher than the tenant-right prices given for large farms, and the tenant-right prices given for small farms in a bad condition are also larger than the tenant-right prices given for farms in a good condition being larger. And there is no doubt, although perhaps it is not a general rule, that in many instances one of the original causes of the decline and ruin of the small farmer consists in the fact of the enormous price which he paid for the farm when he originally entered into possession of it.

1002. The evil which you say arises from the large purchase money which a farmer has to pay for the possession of land under the custom of tenant-right, would not apply in the portions of Ireland where no such right of purchase exists?—No.

1003. Is it your opinion then, that the tenants in the other parts of Ireland should be induced to improve by such a certainty as the law could afford them of having the full unexhausted value of their improvements in case of eviction or termination of tenancy?—Yes, certainly; I should be very glad to see that done.

1004. In the address which you delivered to your tenantry in April last you say that your only desire is to carry out the principle of giving to the outgoing tenant the fairest possible compensation for *bonâ fide* unexhausted improvements; that is the opinion which you expressed then, is it not?—Yes.

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1006. Do you not consider that the application of that principle which you there laid down, would be beneficial to every part of Ireland?—Yes, I think it would.

1007. You do not think that a short lease is sufficient to compensate the tenant for his outlay in improving the land?—I think it is a self-evident proposition that the improvements of a farm being of two descriptions, the one self-compensating, and actually returning more than the original expenditure into the tenant's pocket, and the other not possessing that quality, a lease which would enable the tenant to recoup himself for one description of expenditure, would not be sufficient to enable him to recoup himself for his expenditure on the other description of improvement.

1008. Do you think there would be any difficulty in applying that rule to the value of an improvement at the termination of a tenancy or in case of eviction?—No.

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1010. And there would be no difficulty in finding persons who would be competent to judge and give evidence upon that point, would there?—I think that one of the great misfortunes of our condition in Ireland arises from the difficulty of finding persons competent to give an opinion upon those points, who at the same time would possess the confidence of the two parties concerned; in England almost constantly disputes of a similar nature.

are settled without any difficulty by the arbitration of some third person, whom each of the contending parties agree to call in, and in whom they both have equal confidence; but in Ireland, at all events so far as disputes arising between landlords and tenants are concerned, there is not the same facility, because in Ireland unfortunately, there does not exist an independent class, whose interests are so entirely distinct from either those of the landlord or of the tenant, as to enable them to act as arbitrators upon such occasions; in fact the only skilled person in an agricultural district would be either a farmer or an agent; the landlord would have no confidence in a valuation made by a tenant, and the tenant would have no confidence in the arbitration of an agent.

1011. What suggestion would you make as to the mode of arriving at the value of an improvement in case of a dispute?—In case of a dispute, I think the obvious thing would be that we should agree to take some professional man totally unconnected with the neighbourhood, not a tenant farmer in the neighbourhood, nor the agent of a neighbouring landlord, but some professional person in Dublin, or elsewhere, in whose independence, and in whose skill we both might have equal confidence.

1012. That is the suggestion that you make on that; have you any suggestion to make with reference to the improvement of the Act which is now before the Committee, by which you could hope it would be availed of generally by the tenantry of the country?—So far as relates to that part of Ireland with which I am acquainted, it seems to me that any Legislative interference is likely to work rather to the disadvantage than to the advantage of the tenaut, and for this reason; he now occupies a very favourable position in his relations with his landlord; there is in the first place a great amount of public opinion on his side, there is also the very best understanding between him and his landlord, undisturbed by any unpleasant traditions, and there is the custom of the country, which is also a considerable safeguard, and those are his present securities, so far as compensation for

his improvements is concerned. It is true that, even so, his status is a great deal worse than it would have been had he come to some agreement with his landlord before making those improvements, and had secured himself under the law; but if you come to introduce an Act of this description it would scarcely be for his interest to avail himself of it; because what would happen? He makes an improvement under this Act, and that improvement immediately becomes a legal claim, and rests upon entirely a distinct basis from the other improvements which he has already executed. When, in course of time, the estate changes hands, and a new landlord comes to deal with this tenant, who being about to surrender the possession of his farm proffers his claim for compensation, the very fact of the one claim being a legal one, well defined and indisputable, but the other being indefinite, and, if the landlord chooses, not only disputable but untenable, the tenant would run a great risk of losing all claim to compensation for perhaps the major part of his improvements, namely, for those not executed under the Act. And I think that the tenantry are so convinced of this that it would never occur to them to take advantage of this Act,

1013. You are speaking now, are you not, of the tenantry in those portions of the country where the tenant-right custom prevails?—Yes.

1014. But your observations do not apply to tenants holding in other parts of Ireland where that custom does not prevail?—No.

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1017. Speaking of the tenantry in those other portions of Ireland in which the agriculture is in a bad state, and in which this custom of tenant-right does not exist, what improvements would you suggest in the Act by which you think it would be rendered workable, and generally availed of?—I think if it could be arranged for the tenant to receive compensation in a lump sum instead of by an annuity, it would be advantageous; but I am not prepared to say how that result is to be arrived at.

1018. Do you think it would offer a greater inducement to improve, than the offer of an annuity?—Certainly.

1019. Have you seen the evidence which Judge Longfield gave to this Committee on Monday last?—I only had an opportunity of looking at it this morning, but I think I understand his opinions.

1020. Judge Longfield went so far as to say, that if a notice of an intended improvement were served upon the landlord, and the landlord objected to the tenant prosecuting such an improvement, the tenant might appeal to the tribunal of the quarter sessions, and that that tribunal might decide as to whether the landlord was right in refusing such power, or whether the tenant should have power to continue the improvement in spite of the landlord. Do you approve of that opinion of Judge Longfield's?—No; I am sorry to say that I neither approve of it in principle nor would I think it desirable in practice. I think it would be unjust to the landlord, because of course in considering questions of this nature one ought to consider, not what arrangements one would be glad enough should exist by mutual consent between one's tenants and one's self, but what would be just to those who possess certain rights; and it seems to me that to give a tenant the power of erecting an improvement against the will of his landlord, solely because the Chairman of the county, and, we will add, the magistrates at the quarter sessions, consider that that improvement would be a remunerative one, would be unjust.

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1027. Mr. *W. E. Forster.*] In the very interesting evidence which you gave us on Thursday last, I understood your Lordship to say, that you considered that the sum paid for tenant-right in the north of Ireland might be considered as being paid for two things; first, for goodwill, and, secondly, for improvements?—Yes, I think so.

1028. I also understood you to state, that you did not suppose that benefit had followed from the payment for

goodwill?—No, certainly not; the very contrary has been the result.

1029. With regard to these two payments, do you think it would be possible to apportion the proportion between the two of how much is paid for goodwill and how much for improvements?—Yes, I think that might be done by an analysis of each individual case; and I think that one may state, as a general rule, that the amount paid for goodwill diminishes in proportion to the value of the improvements; but perhaps I may be allowed to add, that although the sum paid under the title of goodwill represents a sum paid by the incoming tenant, for the purpose of conciliating the goodwill of the outgoing tenant, the real value which that payment represents is so many years' purchase of the difference between the fair rent and the rack rent.

1030. This payment for goodwill seeming to be very much the same as though it were a second rent charged upon the tenant; what is the effect of this second rent upon the first rent to the landlord; do you think that the rent paid to the landlord for land in the same condition where tenant-right exists, is lower or higher than where it does not exist?—I do not think that, if there were no payment for the goodwill, the rent would be higher; the difference is perceptible in the condition of the tenant and the narrower margin of his profits.* The landlords in my neighbourhood, with whose practice I am acquainted, never seek to obtain a competition rent; their habit is to have their farms valued, either by their own agents, or by some professional valuer, and having ascertained the fair value at which the land might be let, they ask that rent for it. But, the rent having been thus ascertained, the competition for land is so intense that, although the landlord may say, "this is the rent which I consider right to ask for this farm," in nine cases out of ten, secretly and in spite of his endeavours, and the endeavours of his agent, the

* See Note †, p. 16; and M. About, Appendix C.

incoming tenant will surreptitiously pay a considerable sum to the outgoing tenant.

1031. Do you think that there is more or less competition for land where tenant-right exists?—I am not sufficiently acquainted with other parts of Ireland to answer that question; I was very much surprised to hear Judge Longfield say that no very great desire for the acquisition of land existed in those parts of Ireland to which he was referring. In the north of Ireland the competition is intense, and those large sums which are paid by the incoming tenant to the outgoing tenant are the measure of the intensity of that competition.

1032. Therefore it appears from your evidence, that notwithstanding that the tenant pays more in the north of Ireland than he does in the south, because he pays much the same rent to the landlord, and also a sum to the outgoing tenant, yet nevertheless there is at any rate no considerable difference in the rent?—No, I am rather inclined to believe, although, of course, it being a matter of comparison, and my being acquainted only with one portion of the country, does not enable me to make that comparison with certainty, that the rents in the north of Ireland are lower than they are in other parts of Ireland. But, of course, whether a rent is high or low, depends entirely upon the point of view from which you regard it. A rent may be high as compared with the skill and capacity of the cultivator of the soil to produce it, although it may be very low as compared with the soil's capabilities of production.*

1033. But the result of your evidence would be this, would it not, that the tenant-right having, as you may say, two effects, one good, which is the payment for improvements, and the other bad, which is the compulsory payment for goodwill, yet that the good effect is so considerable that, upon the whole, you would consider the

* There are in fact three different kinds of rent in Ireland:—1. The rent the land ought to pay if properly cultivated: 2. The rent compatible with the tenant's want of skill: 3. The rent the tenant promises to pay, *i.e.*, the competition rent.

farmers are in a better position where tenant-right exists than where it does not?—I have already said that I should not like to strike the balance, but I am convinced that a great deal of good as well as a great deal of evil has resulted from the practice.

1034. That would seem to bring us to this certain result, would it not, that if we could arrive at the payment for improvements where tenant-right does not exist without the evils which flow from the payment for goodwill, that would have a very good effect?—Certainly.

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1039. Judge Longfield made another suggestion, namely, that there should be an appeal to the quarter sessions against the veto of the landlord. You stated, did you not, that you saw objections to that?—Yes, I think that that idea of Judge Longfield's, though I say it with very great deference, is a very unfortunate one; I think it unjust, in principle, to the landlord, and I am sure it would be disastrous in practice to the tenants.

1040. In a speech which your Lordship made to your tenants, and which I have had the pleasure of reading, you stated, did you not, that you intended to change your own plan from the compensation for improvements being fixed by your agent to the appointment of an arbitrator, as between your tenants and yourself, at least you recommended the adoption of that plan?—Yes, I made that suggestion as an experiment.

1041. I find in your answer to the Honourable Chairman, you stated that there is a difficulty in obtaining an arbitrator; do you think that it would be at all worth while to consider whether the Government could not offer arbitrators?—Yes, I think that in some scheme of that kind consists the only practicable way out of the difficulty in which we are placed. That difficulty may be stated in the following terms: I apprehend that it would be universally admitted by everybody interested in the welfare of Ireland, that when an improving tenant, without the protection of a lease, but with the consent of his landlord, has

built an extensive farm establishment, including a dwelling house and farm buildings, it would be desirable that that tenant should receive compensation for such improvements, if prematurely compelled to give up the occupation of the farm; but there is at present a difficulty in arriving at a method of appreciating the extent of the tenant's claim in a manner satisfactory to both parties; and I think that it would be a very great benefit if we could facilitate the adjustment of such claims.

1042. And I think I understood you to say, that you think it would be possible to facilitate that mode of settling the matter by the Government offering arbitration; has any mode by which that could be done occurred to your Lordship?—Yes; I think that one of the great difficulties in the way of arriving at a satisfactory adjustment of those claims proceeds from the absence of any independent authority to whom the landlord and the tenant could both refer a matter in dispute between them with equal confidence, and it certainly has occurred to me that if the Government were to establish, perhaps as an experiment, in two or three of the chief centres of Ireland, arbitrators of their own, men of recognised professional ability, and well acquainted with the practice of agriculture, and were to pay them such salaries as would enable us to secure the services of really eminent men, and that if those salaries were further to be augmented in proportion to the number of cases which they might decide, so as to make it an object with these arbitrators to give satisfaction in their decisions, both to landlords and tenants, a better result might follow. Then, in the case of a landlord and a tenant mutually agreeing to refer any matter in dispute between them to arbitration, these gentlemen might, without any difficulty or expense, come to the spot and go into the whole matter; but the landlord and the tenant having by mutual consent called in the services of an arbitrator, his decision should be binding in law, with perhaps a power of appeal in cases where considerable value was at stake. I think by this means we shall have done all that it is possible to do in this direction, because I am perfectly

convinced that our only chance of success in facilitating such arrangements would be by not exciting the jealousy of the landlords, and by not placing the tenants in a position hostile to their landlords, because I regard a tenant who has made improvements on his farm without a lease, pretty much in the light of a woman who has made a runaway match without marriage settlements. The thing is done and cannot be helped; and, however much you may desire, if her husband treats her harshly, to alleviate her position, yet it is very well known that, generally speaking, interference does more harm than good. Therefore, in any measure of this kind, the great thing is to contrive some scheme which shall be recognised as a boon both to the landlord and to the tenant rather than as a measure introduced with the view of benefiting one of the parties to the detriment of the other. I think, perhaps, that if such machinery existed, there are many landlords who would be ready to avail themselves of it. And I think, certainly in the north of Ireland, that the landlords would be more ready to avail themselves of it than the tenants. In any case the advantage would rest with the just man, whether he was a landlord or whether he was a tenant, because if the tenant makes an unjust claim the landlord can then apply this test and say, "Shall we go to arbitration?" If the tenant refuses, the landlord then is in a position to say, "Your claim can hardly be reasonable, because you have refused arbitration." If the landlord refuses, the tenant, at all events, can urge the same argument on his own behalf. And in that way public opinion, which I regard as one of the great safeguards of society, and by which, in fact, some of the principal relations of mankind to each other are regulated, would be, to a certain degree, brought to bear on the settlement of the question; and I think that this is very important, for the very reason that, in Ireland, public opinion may be said scarcely to exist.

1043. Then the suggestion of your Lordship's, which is very valuable, appears to me to consist of this, that you would offer arbitration, it being distinctly understood that

it was offered, but was not in any way compulsory?—Certainly; that is the vital principle of it.

1044. And do you consider that these advantages would flow from it: first, that competent arbitrators, which are difficult to find, would be provided by the Government; secondly, that an easy method would be provided, by which the legal value could be ascertained; and thirdly, that the Government would give all the weight of its authority and influence in recommending that compensation should be made for improvements?—Yes; I think so.

1045. You would consider, would you not, that one great advantage of this suggestion would be that it does not at all affect the principle of interference with property?—Exactly so.

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1047. Referring to your answer to the Honourable Chairman, are the Committee to understand that you are of opinion that even a small cottage, built upon a small farm by the tenant ought to be considered as an improvement for which he should be compensated?—Yes; I think that a claim for compensation even for a small cottage on a small farm ought to be liberally dealt with, for this reason, that although, perhaps upon the evacuation of that farm, the landlord will be put to the expense of pulling down the cottage and carting away the stones, and that, therefore, in that sense it may not be called an improvement, yet inasmuch as that cottage was so much of the machinery necessary to the tenant for the payment of his rent, a claim of that kind would, probably, be liberally dealt with by a just landlord; and I think that this opinion will be self-evident, because otherwise, in nine cases out of ten, every claim for compensation would fall to the ground, inasmuch as most of the small tenements and separate small establishments now in existence can hardly be considered absolutely beneficial to the estates on which they have been placed.

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1049. Lord *Claud Hamilton.*] I think I understood your

Lordship, in your suggestion of Government arbitrators, to mean that reference to them must be by mutual agreement?—Certainly.

1051. Do not you think that your proposal to make the increase to their salary dependent upon the multiplication of cases brought to them for arbitration, would tend to the dangerous result of making those persons, whoever they were, to lean rather towards what they thought was the popular view of the subject, with a view to increase the number of references to them by the one party rather than the other?—The success of the experiment would entirely depend on these arbitrators inspiring both the landlord and tenant with confidence; if I found the Government arbitrator incompetent, or a man liable to intimidation, I should decline to avail myself of his services.

1052. And in no case would you propose that the reference should be arbitrary?—No; I cannot reiterate that too strongly.

1053. In answer to some questions which were put to you by Mr. Forster at the commencement of your examination to-day, you stated, did you not, that you looked upon the sum paid in the north of Ireland for tenant-right as the combined result of goodwill and compensation for improvements?—Yes; but I do not think that the people who pay it attempt to analyse the transaction in their own minds; all they know is this, that the possession of a farm enables them to live in a manner suitable to their tastes, that it gives them a status of respectability in some degree analogous to the status which a gentleman in this country acquires by the possession of a landed estate, and that the desire for the possession of land is so ingrained in the imagination and in the nature of the people of Ulster that, without making any calculation, without asking themselves the question, "What interest am I going to obtain for my money, and what prospect have I of being able to make a good living out of this farm?" they will pay whatever sum is necessary to procure them the object of their desire; but so far from that sum having any reference to the value of the improvements, I think everybody acquainted with the

north of Ireland will admit that, as a general rule, the largest prices are given for small farms which are utterly destitute of improvement.

1054. Therefore, in fact, you so far modify your answer that you look upon it as a price paid for occupancy, and not with reference to compensation for improvements made?—I think that where improvements exist, they become a very decided element in the calculation.

1055. Did you ever know of a separate valuation made of the goodwill and of the compensation for improvements?—No; I do not know what it may be in other counties, but in my immediate neighbourhood the term invariably employed is "improvements," and I think that that idea, particularly of late, has become the dominant one.

1056. But it is not arrived at by any process of valuation?—No; I do not think it is; of course there are exceptions to this rule, because in the case of large farms with valuable improvements, those who desire to obtain them are generally men of capital and men of education, and in their proceedings they are more led by business-like considerations.

1057. But in the larger farms and the improved farms the price paid per acre is infinitely less than in the smaller and unimproved farms, is it not?—Yes, certainly.

1058. And that I presume arises simply from the fact that there are fewer competitors in the one case than in the other?—Yes, there are fewer competitors, and those competitors are, generally speaking, men of great intelligence and sense.

1059. And therefore not ready to give an undue sum for possession if they do not see their way to make a profit of it?—Yes.

1060. From your experience, do not you think that the main system of valuing what a tenant going out shall receive is based very much upon what he paid when he came into the farm, and that he is not satisfied if he gets less than he himself paid on commencing the occupancy? —I can hardly answer that question; I think that if a

very short time ago a tenant paid a large sum upon entering into the occupation of a farm, and he were to be turned out, and a very much smaller sum were offered to him, he would be dissatisfied.

1061. From your experience you have known instances, I presume, of landlords themselves having to buy farms of their own tenants and their own land at the same price as a neighbouring farmer would have to pay?—Yes, certainly.

1062. In such cases was it not for occupancy rather than for the number of improvements that the landlord paid with a view to resume the occupancy of his own land? —I think that pretty much the same thing takes place in those instances as has taken place, where perhaps the Committee might not expect that such a custom would exist. At Highgate there was a small field held by a tenant at will under a neighbouring landlord; I was very anxious to add this small field to my own farm, and I went to the landlord and asked him whether he would allow me to become his tenant. He said to me, "If you can settle with the present tenant I shall be willing to accept you." I went to the present tenant of the field (which consisted of two acres) and we agreed that his tenant-right should be submitted to the valuation of an arbitrator in the neighbourhood, and the arbitrator decided that I was to pay 50*l.*, that is to say 25*l.* per acre for the tenancy at will. I think that something of a similar operation takes place in Ireland, when a landlord wishes to add a neighbouring farm to his estate.

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1064. Although the man was a tenant at will?—Yes, although the man was a tenant at will. He would prefer to pay a large sum of money, rather than allow the tenant to go away with the conviction that he had been unkindly dealt with.

1065. He would have to buy the land of which he was the possessor, in fee simple, from his own tenant at the same price as a neighbouring farmer would, supposing it was put up?—In my own case I have never done that.

1066. But he would have to buy it at a very considerable price?—Yes, if he chose to do so, but there is nothing to compel him.

1067. It is the custom by which the whole system is regulated, and it is recognised as strongly against the landlord as against the tenant in your part of Ireland, is it not?—The custom differs on different estates. The fact is, that when a tenant could get, if he were allowed to sell even an unimproved farm, a very large sum of money for it from a neighbouring tenant, many landlords yield so far to the existing prejudices as to pay the ex-tenant a price more or less in harmony with what may be called the exaggerated market price, rather than allow the tenant to think himself aggrieved. But there is no doubt the sum thus paid is a fine on the landlord for letting his land at a rate below the competition or rack-rent.

1068. I do not know whether you have read Judge Longfield's evidence, but he stated in one part of his evidence, namely, in answer to Question 191, that he did not think that a landlord was entitled to resist the proposal of a tenant to improve, by saying that it would not suit the future arrangements that he intended to make of the land so improved. For instance, if there were two small farms that he wanted to throw into one, that he should not be entitled to say to the tenant of one of those small farms, that he should not make such buildings as would not be suitable when the two farms were thrown together; do you think in such a case that the tenant should have the right of insisting upon the power of making improvements upon a small farm, which at the end of the lease was to be thrown into a larger farm, and would not be valuable to the larger farm, when so consolidated?—I think nothing could be more unfair, and nothing could be more unwise. You may go anywhere that you choose (I am always speaking of the part of Ireland with which I am acquainted), and every small tenant will invariably tell you that now-a-days a man cannot live upon a small farm. It, therefore, you were to give to a tenant the power of making a useless expenditure upon a small farm, the result

would be no advantage to him, because his additional expenditure would not facilitate his being able to farm that small farm with profit, and it would be ruin to the landlord.

1069. And it would further prevent, would it not, the consolidation of farms, which is universally allowed to be a great benefit?—Certainly; but it must not be supposed that I am of opinion that it would be desirable to introduce into Ireland what in England would be called large farms.

1070. Perhaps I should modify my question, and define a large farm as one that would give employment to a man and a pair of horses; we are accustomed, are we not, in the north of Ireland, to speak of that as a large farm?—Precisely so.

1071. In Judge Longfield's examination he was asked, at Question 549, "Take the case of a tenant who had laid out a certain sum upon drainage, and was continued in possession of his farm for 15 years we will say, double the time which drainage is ordinarily given to repay him, do you think it would be fair that at the end of that 15 years, having doubled his money upon the expenditure originally laid out there, he should have a claim against his landlord," and his answer was, that he thought it was perfectly fair; do you think that a landlord is not entitled to any benefit from the expenditure of this money by the tenant, after the tenant has recouped himself from the original outlay a handsome interest?—If I possess a field in which for every half-crown a tenant sows, there comes up a guinea, it is very evident that even after the fourth part of that guinea, *i. e.*, 5*s.* has been paid as rent, the 15*s.* remaining in the tenant's pocket will not only include his original half-crown, but a fair interest upon it. Consequently it can be no injury to the tenant if, at the expiration of his tenure, the half-crowns remaining in the field should pass to the landlord. He has derived the benefit he anticipated from the use of the field; and it is quite clear that if you introduce a law declaring those half-crowns to be the property

of the tenant, the sole result would be that the interest to be derived from the expenditure of capital on land being thus rendered by law far higher than would be the general rate of interest derived from the expenditure of capital in other ways, that circumstance would attract competition to the land, and the rent would consequently rise; the total result would be the same; *i. e.*, I should be offered 7*s.* 6*d.* for the use of my field, instead of 5*s.*

1072. It being a property let to be improved by proper culture, there is no reason why the landlord who brings the land into partnership with the tenant should not get some benefit from the property in land which he so hands over to the tenant for culture, but if he has to pay for any of the improvements in money, all that goes out of the estate, and he receives the estate just as it was at the commencement unimproved, that surely would not be a fair arrangement between landlord and tenant?—No.

1073. You agree with Judge Longfield in thinking that a lump sum would be better than this annuity; I wish to ask you why you think it would be possible in future to obtain a lump sum for an annuity: since the time of the famine, when specie was freely introduced into Ireland, the whole of the monetary arrangements of Ireland have been very much altered, and do you not think that there is every reason to believe that there would be either Crédit Foncier companies or some other companies that would be ready to lend money on reasonable terms in such good security as a first charge upon land would be; nay, even, why should not the Government, which lends money on drainage at a moderate interest, be prepared to buy up those annuities on good security?—I think it would not give the same satisfaction to the tenant; I do not think that they would understand, at all events for a very long while, the operation of the arrangement; if I say to a tenant, "Here is a farm, if you choose to go and expend so many hundred pounds upon it, at the expiration of your tenancy you shall be reimbursed a certain proportion of that which you have expended," that is an arrangement

which he understands; but if I go and tell him that he shall have an annuity calculated at such and such a rate, then I think that the matter assumes a different aspect in his eyes, and it will not be sufficiently attractive to induce him to make the expenditure.

1074. If you are legislating upon this subject, do you see any practical difficulty in capitalising that annuity, that is to say, taking the example of drainage, which has been already mentioned, towards which the Government advances money to the tenant, why should not it capitalise the annuity, and, receiving the same security, pay a lump sum, if the tenant require it?—That might be done; but I think that to a tenant going to America, perhaps in a great hurry, it is a very simple matter for him to come into his landlord's office and to receive 100*l.* or 50*l.* either from his landlord or from the incoming tenant, and to put it into his pocket, and go away when he chooses. But if, instead of that, he is to be compelled to try and sell his annuity, then I think the calculation becomes more complicated.

1075. Judge Longfield stated that he would have to look for an attorney, and seek out a person ready to purchase, and by that means he calculated 50 per cent. would be gone; do you think that if you are legislating upon the subject there would be any practical difficulty in making such arrangements for capitalising this annuity as would remove all that objection?—I think there would be that difficulty.

1076. Sir *Robert Peel.*] In Ireland what do you call a large farm that would do for a pair of horses?—About 40 Cunningham acres, I think; I do not call it a large farm, but I call 40 acres not a small farm.

1077. But you do not admit, do you, with Lord Claud Hamilton, that the consolidation of farms in Ireland is universally allowed to be desirable, to the extent of a pair of horses, for instance, in the west of Ireland, or do you speak merely of the north?—I think the Committee understand that all my opinions on these matters merely refer to that part of Ireland with which I am acquainted.

1078. Of course, if you admit consolidation to the extent of 40 acres in the west and south of Ireland, you would have to get rid of a vast number of tenants?—Yes.

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1080. But you had already stated, had you not, that you would accept this arbitrator of the Government by mutual agreement with the tenant?—No; I beg your pardon. If the Right Honourable Baronet alludes to my speech, that was a different arrangement. I said to my own tenants, as a private arrangement between them and me, that provided they made a selection from among persons of recognised ability, I would be content to allow the selection of the individual to rest with themselves. I do not think that that would be an advisable offer to make universally; but I made it to those particular tenantry, in order to prove my impartiality, and with a view of tempting them into accepting my proposal, and coming of their own free will under what I apprehend would be a better system of management.

1081. But do you think that a system of Government arbitrators would be practicable for the whole of Ireland to settle disputes between landlord and tenant?—I think that it would facilitate the settlement of disputes.

1082. Do you think it would be practicable, and that you would be able to get the landlord and the tenant generally to agree to an arrangement of that kind?—Upon the whole, I am inclined to think that it would be worth trying the experiment.

1083. Of course, if there is a mutual agreement, and the landlord disagreed afterwards, you would not be of opinion with Judge Longfield, that that mutual agreement between landlord and tenant might be broken, because the landlord would not agree to it?—Certainly not.

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1085. You think that an agreement ought to be binding upon both parties, ought it not?—From the moment a landlord and tenant had had resort to the intervention of an arbitrator, then, under an Arbitration Clause, his decision ought to be final, except perhaps in cases when

large sums are at stake, and in regard to which it might be advisable to allow an appeal to a higher tribunal, perhaps consisting of three of the arbitrators. And here I may be permitted to remind the Committee of the existence of a practice which I believe does not prevail in England, but which does prevail in Ireland. When a railway invades an estate, and a dispute arises between the proprietor and the company as to the amount of compensation which shall be paid to him, in Ireland a Government arbitrator always comes down and settles the amount of compensation to be paid along the whole line, and in dealing with the claims of the proprietor, the Government arbitrator also deals with the claims of the tenant. An operation of that kind has taken place lately in my neighbourhood; both tenants and proprietors have been dealt with by the arbitrator in that case, and I believe that his decisions have given satisfaction.

1086. Is that an arbitrator appointed by the Government?—Yes; a Government arbitrator.

1087. Both you and Judge Longfield are clearly of opinion that the fairest possible compensation for *bonâ fide* unexhausted improvements should be given to a tenant on leaving his holding?—Yes, I think so, always providing, of course, that the rent is not lower, or has not been lowered, in consideration of the tenant having made those improvements.

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1089. But you do not think that it would give satisfaction in Ireland if that were all that was proposed by this Committee, to amending the Act of 1860, do you; you do not think that, supposing you and Judge Longfield and this Committee were to admit, as we all do admit, that the fullest compensation should be given to an outgoing tenant, that would satisfy the tenants in Ireland, do you? —I quite understand the meaning of the question, and it is a very important one, and a very interesting one, and it was with the view of arriving at a solution of that question that I made the proposal to which reference has been

made to my own tenantry. About two or three days after I had made that proposal to them, I collected together a dozen of the most intelligent of them for the purpose of discussing the whole question, and I was very much pleased to find, and I may say that I was surprised to find, that they were disposed to come into my propositions; and I think that in many parts of the north of Ireland, where the improvements have been really extensive and important, the tenantry would be glad to accept of such a solution of the question as I have indicated.

1090. You think that in the north they would be really satisfied with a fair compensation for the unexhausted improvements that they may have put upon the land during their tenancy?—I think so.

1091. You will admit, I presume, that that is not the feeling generally in Ireland?—No, I think it is not.

1092. Certain opinions, which are entertained in other parts of Ireland, are very chimerical, and it is impossible to satisfy them by legislation. I allude to the idea which, in some places, prevails with regard to what is called fixity or security of tenure?—Of course not. But one of the reasons why it has occurred to me that this system of arbitration which I ventured to suggest might be beneficial, is that it would enlighten public opinion; that when a landlord comes before the public and says, "Here am I ready to refer every possible dispute, every possible claim which my tenant can prefer against me, to an arbitrator, to a person perfectly competent to decide these questions, entirely independent of me and uninfluenced by any considerations that I can bring to bear upon him," then, by degrees, the tenantry will begin to understand that there is really an anxiety to deal fairly by them, and in proportion as that opinion spreads their unjust pretensions will recede.

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1095. You must be cognisant of meetings which took place at Mullingar, and other places, and which were reported in the newspapers?—Yes.

1096. I will give you the opinion of one gentleman who

is an advocate of tenant-right as it is called, and I will venture to ask you, as a landlord and as a person who lives upon his estate in Ireland, and who takes an interest in the welfare of the tenantry on his estate, and in the tenantry generally in Ireland, whether you think you can give your adhesion to these opinions: "With regard to the question of tenant right, I hold, as I have stated, that a mere Compensation Bill would be of no real use to occupiers, and that although I should never throw any obstacle in the way of such a Bill, I shall always contend that unless the occupiers of land possess security of tenure, it is idle to talk of mere compensation being of any national advantage." Do you think that it is possible, according to the expressions of this gentleman, that security of tenure, as he imagines it, can ever be really adopted in Ireland with any advantage?—No, I think the term security of tenure is very ambiguous.

1097. What is your interpretation of it?—If by security of tenure is meant the transference of the land from the landlords to their present tenants, I do not think that that would be just, and I do not think that it would be advantageous to the country.

1098. Admitting that full and adequate compensation, in your idea and that of Judge Longfield, is not what the tenants in some parts of Ireland would desire, what do you hold to be security of tenure?—I should imagine that in the minds of those persons to whom that expression was addressed, by security of tenure they would conceive fixity of tenure, that is to say, perpetuities granted by Act of Parliament.

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1100. You stated just now, in answer to a question by the Honourable Member for Bradford, that you thought that a man erecting a small cottage upon a small farm would be entitled to compensation, or rather, you added, should be liberally dealt with; did you mean that observation to apply to a tenancy at will, or to a lease?—To a tenancy at will.

1101. There not being any cottage upon the farm when the landlord let the land to the tenant, and consequently the rent of the land being in proportion low, do you think that as a matter of course the landlord should compensate a tenant for having put up, against his will, a small cottage upon a small farm?—Yes, I think so, though, of course the amount of his claim would depend upon the duration of his tenancy; but even accepting the circumstances which you yourself have suggested, it would certainly follow, if the principle of compensation is to be accepted at all, that at the expiration of three years his claim for compensation would be greater than it would be at the expiration of 10 years.

1102. When the landlord lets the land to the tenant, seeing that there is no house upon it, he lets the land at a rent proportionate to the want of accommodation which that land affords to his incoming tenant; therefore how can you say that the tenant is entitled to ask for compensation from the landlord, when the landlord, in letting the land to the tenant, has made every allowance for the want of accommodation upon that land?—We will take a case; here is an acre of land let at 15*s* an acre; if a cottage had been already built upon it, it would let at 20*s* an acre. Therefore the advantage which the tenant has obtained during the first year has been only 5*s*; in the second year another 5*s*; and in the third year a third 5*s* and so on; but his expenditure during the first year will have been, we will say, £50. It may be quite true, that at the end of a certain period, the difference of the 5*s* in his rent will have recouped the tenant for the £50. which he has expended; but it will require a certain period of occupation for that operation to have taken place, and therefore if his tenancy is determined within a shorter period than would have been sufficient for the completion of that operation, I think that he would be entitled to compensation.

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1118. Do you think that a more healthy state of things

is coming on?—Yes. I think that we are in a state of transition; and that more attention is being paid to all these matters, both by the landlords and by the tenants.

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1123. Mr. *George.*] Is it not the fact that the tenant-right of the north is not based upon any strict legal, or even equitable right, capable of being enforced in either a court of law or a court of equity?—Certainly not, as I believe.

1124. There have been decisions of which you may probably have heard in both courts of law and equity, to the effect that it is a custom or usage, whichever you may please to call it, incapable of being strictly enforced in any court of law or equity?—Yes, I believe so.

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1126. Then if I understand you aright, the tenant-right of the north is a kind of user or custom that has sprung up, and is allowed by the landlords, that a dealing shall take place for the goodwill of a farm, and a sum be paid for it by an incoming to an outgoing tenant, that sum consisting in part occasionally of compensation for any improvements that may be upon the farm, and in part for the privilege of coming into the enjoyment of the land?—Yes; I think that is so.

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1128. Is it not the fact that although that sum paid for tenant-right is occasionally compounded of those two sums for the compensation for improvements, and for the value, if it can be called so, of the outgoing tenant's interest in the farm, it is very frequently paid for the latter of those two things alone?—Certainly.

1129. Entirely irrespective of any compensation for improvements on the farm?—Yes.

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1131. I will take the liberty of quoting your Lordship's own words: "May it not be almost stated as an axiom that the more inadequate the size of the farm, the more ruinous the farm buildings, and the less affluent the man

himself (that is the incoming tenant), the more reckless would be the offer that he would make for this so-called tenant-right of the farm"?—Yes; that is my conviction.

1132. But, generally speaking, are the class of people who bid for the tenant-right of the outgoing tenant in the north fair capitalists, desiring to invest their money fairly as farmers upon the land; or are they reckless people, getting into possession of it as they can?—I think that particularly where a farm is small, people who have been brought up to nothing but agriculture, and whose sole notion of existence is by the land, will, without any calculation of the consequences, invest any little money that may have been left to them as a legacy in the purchase of a farm, or if they have not any money of their own, they will actually go and borrow money at a very high rate of interest, for the purpose of making such a purhase.

1133. Then it frequently happens, to your Lordship's knowledge and information, that the parties who come into possession of land under those circumstances acquire a tenant right, not out of their own *bonâ fide* capital, but in a great degree by money that they borrow for the purpose of buying it?—Yes; I believe that is very often the case.

1134. That the incoming tenant at the very moment that he becomes a tenant to the landlord becomes the debtor and the mortgagor of the farm into the enjoyment of which he enters?—Yes.

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1136. Does it not, on the one hand, incapacitate in a great degree the incoming tenant from fairly working the farm which he has by that process acquired, having to pay interest upon borrowed capital, so that he has not money to stock the farm as he ought to do; and on the other hand, is it not very disadvantageous to the landlord that the tenant should become a debtor at the same time that he becomes a tenant, and have interest to pay on this

mortgage, probably paramount to, or, at all events, co-equal with the rent?—Yes, certainly.

1137. And your Lordship has, in your own person, shown your disapprobation of the habit by purchasing up in very many instances the tenant-right of farms on your Lordship's property, have you not?—Yes; I think I have expended something like £10,000. or £11,000. in that way.

1138. You mean in purchasing up the tenant-right of holdings upon your Lordship's estate?—That is so. Where a tenant has gone to the bad, and has owed me a couple of hundred pounds for rent, in arriving at a settlement my agent has valued his improvements at so much, we will say at £100.; there would remain £100. which he still owed me. Under ordinary circumstances, if he had been allowed to sell his farm he would have received perhaps a couple of hundred pounds for it, and that £200. would have enabled him to pay me the arrears of rent due upon his farm: but wherever it was possible so to do, rather than allow the incoming tenant to pay a sum which, in my opinion, clearly represented no value, I sustained the loss myself, although the new tenant was eager to pay it.

1139. Does it not occur to your Lordship that one reason why this so-called custom of tenant-right has been allowed to prevail in the north of Ireland, is from the very circumstance of the landlord being paid virtually by the incoming tenant out of the sum paid by him to the outgoing tenant, all arrears of rent due to him at the time?—Yes, I think so.

1140. Does your Lordship consider that part of the habit or practice desirable?—No, I think not.

1141. Does not the practice which prevails of the landlord being paid any arrears of rent that may exist out of those funds, supplied by the incoming tenant, lead to considerable carelessness upon the part of the landlord, as to what class of tenant comes in, provided he is paid the arrears of his rent?—No, I cannot say that; I do not

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think that that is the case, so far as I am aware. In the first place, it is very difficult for a landlord to know much about a small tenant before he selects him; and the difference between a tenant with capital, and a tenant without capital, is so very slight, that is to say, the capitalists in the north of Ireland have so small an amount of capital, that it is very difficult to make a selection.

1142. But in practice, provided the landlord in the north is paid his arrears of rent by the incoming tenant, is it considered that he has any right to criticise very narrowly the character of the tenant who comes in?—Certainly. I do not think that on any estate with which I am acquainted is the right of the tenant to select his successor so recognised.

1143. Has the outgoing tenant the right to select the character of the tenant who comes in his place?—No, nor even the individual; I do not think that that claim is either recognised or preferred.

1144. Can the landlord inquire as to the solvency of the incoming tenant's circumstances?—Certainly he can.

1145. If that be so, if he were made acquainted that the reckless capitalist, as we have called him, who raises a considerable portion of the sum that enables him to buy up the tenant-right, has acquired it by mortgaging the very farm, the only property he has in the world, would the landlord willingly accept such a tenant if he had the full control over the matter?—Certainly not; only it is very difficult to discover whether a tenant has borrowed money or not.

1146. Is it not well known in practice that a very great proportion of the people who buy interests of that kind in the north buy them with borrowed capital?—I do not know that I can say a very great proportion, but a considerable proportion.

1147. And thereby they become bad tenants, and injure the landlords on whose property they get an entrance?—Yes, certainly.

1148. I need hardly ask you if you would like the con-

tinuance of that practice on your Lordship's own property?—No.

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1150. Then, that being the case, I am sure you would not like to extend the benefit of it to the landlord in the east, south, or west of Ireland?—No, not tenant-right, from that point of view.

1151. I think everybody concurs (at least I do, for one) that every fair compensation ought to be given to any tenant who has made *bonâ fide* improvement upon his holding; does your Lordship, however, base that view upon this, that by the law of England, and the law of Ireland too, all holdings between landlord and tenant are based upon contract?—Yes.

1152. And therefore I need hardly ask you if an express contract had been made in writing, or otherwise, between landlord and tenant, upon the subject of improvements, they ought to be bound by it?—Certainly.

1153. Then all that your Lordship has been suggesting, and in which I think you will see that I go almost entirely with you, has been applicable to the case where no contract upon the subject was entered into between the landlord and the tenant at the beginning of the holding, or at any period during the holding?—I do not know whether I quite understand the meaning of that question.

1154. Supposing that a direct contract upon the subject has been made between the landlord and the tenant, do you not think that both parties are bound by that contract?—Supposing that you grant a lease for 14 years without any stipulation, but under the custom of the country, or in accordance with the practice which has always prevailed upon your estate, and the tenant expends £200. in building a house, I should say that at the expiration of his agricultural tenancy, which has been of the nature of a contract, there would remain a moral obligation upon you to compensate him for the money which he has expended in the improvements which he cannot carry away with him, and for which he has not been able to

compensate himself; but with that exception, I should agree with what you have said.

1155. I should go a very long way with your Lordship in the proposition which you have just put; but I put the case where there has been an express contract upon the very subject between the landlord and the tenant as to improvements. I will take your Lordship's own instance; supposing a 21 years' lease had been granted by a landlord to a tenant, with an express contract between them in writing that the tenant shall build a house upon it, possibly the landlord supplying half the funds, or one-third of the funds, or anything of that kind, I am quite sure your Lordship did not apply that principle to the case of an express contract of that kind between the parties?—Certainly not.

1156. Therefore, all that your Lordship suggests applies where the matter has been left untouched by the agreement between the landlord and the tenant?—Yes.

1157. You are aware of the 40th clause of this Act of Parliament whereby the landowner or his agent may, within three months after service of notice, give notice to the tenant that he disapproves of the proposed improvements, or any part of them, and no tenant who has received such notice shall be entitled to claim any payment from the owner so dissenting; I understand you to say that you would not deprive the landlord of that exercise of his rights over his property; I mean the right of veto which is given him by that 40th section?—Certainly not.

1158. In the instance which you put, and which has been alluded to by Sir Robert Peel, of a man who had built a small cottage upon a small piece of ground, you say that at the end of his holding you think he ought to be compensated for the value of that building whether it really was a benefit to the property or not; if there had been an express dissent on the part of the landlord to the tenant putting a house upon that particular holding, possibly upon the ground that it was so small that he did

not wish it built, or for any other good or valid reason as it appeared to him, would you deprive the landlord of that exercise of his right on his property, and prevent him from saying, "I will not allow you, a tenant-at-will, to build a house upon that spot"?—We must suppose that the tenant is in occupation of a house perhaps upon another part of the property.

1159. No; suppose the tenant to take five acres of land from his landlord, a tenant-at-will, a tenant from year to year, liable at the expiration of six months to be turned out by notice to quit, supposing he took it for grazing, or pasture, or any purpose of that kind, but he took it into his head to build a small cabin upon it, and suppose the landlord to say to him, "Do not do this; it is contrary to my wish in the management of my property, and I caution you that if you do it, you do it at your own peril," your Lordship would not apply the principle of compensation to a case like that?—No, certainly not, but I may add that if, in a case of that kind, without the landlord having interfered, the tenant had built a house for himself, having no other place to live in, then I think that he would have a moral claim to compensation.

1160. If the landlord lived within a stone's throw of him, and saw the poor man building this house, and did not tell him, "You are doing what you ought not to do," there would be a strong moral claim in that case, and the man would naturally say, "You should have told me that I ought not to do this; I built the house believing you tacitly approved of it, and therefore you ought to compensate me." To that extent I quite go with your Lordship, and I think that everybody almost seems to agree, that supposing a landlord to have assented to improvements upon the farm, whether held by a tenant from year to year or for a term of years within the Provisions of this Act, within the term of 25 years, which is the term taken by this Act, he should be entitled to compensation, but you think that giving the compensation by way of annuity is a bad mode of giving that compensation?—I think so.

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1179. You made some observations as to having Government valuators and Government arbitrators appointed; I think you first suggested it, did you not, upon your own property, and with reference to your own estate?—I had drawn up a short Bill, last year, for the purpose of trying that experiment; but I reflected that it was a very difficult subject, and that any person who undertook to deal with it incurred a very great responsibility, and when I saw that a Committee was appointed for the examination of the whole question, I thought it would be prudent to propose a private arrangement between myself and my tenantry, and then, if I found that such arrangement was likely to work well in that individual instance, perhaps I might not be thought presumptuous if, being summoned before the Committee, I should venture to submit to their consideration some such suggestion.

1180. But the entire of that proposition of your Lordship's was based upon the supposition that you, as a landlord, and they, as tenants, the two parties to the arbitration, concurred in submitting to the decision of the arbitrator?—Yes.

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1186. In the case now put by your Lordship the consent of the landlord and tenant would still be assumed, but given at a subsequent stage?—Yes.

1187. It would still be altogether a matter of consent between the parties?—Yes; I perhaps may be permitted to add that if such an experiment as this were to succeed, it would meet all the difficulties of the case, because the Committee has to deal with two parts of Ireland in a very different condition, and also with the past, as well as with the future. For the reasons which I have already stated, I am very much afraid that any possible scheme of compensation which could be introduced on the most liberal principles would fail to be of any service in the north of Ireland, for the simple reason that in the north of Ireland the improvements already exist, and that therefore, unless

the past were first dealt with, it would be impossible to arrive at any settlement with regard to the future. Then you must also take care that in introducing arrangements which will be beneficial to the south, you do not introduce arrangements which, on the contrary, will be detrimental to the north. By this scheme it seems to me that both the past and the future, and both the north and the south would be equally easily dealt with.

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1191. I do not know whether your Lordship heard Judge Longfield say, that supposing a landlord to be capricious enough to dissent to a good tenant laying out a sum of money upon his property, he would give the tenant the power of summoning him before the assistant barrister, and, *nolens volens*, force him to assent to the improvement; did you hear Judge Longfield say that?—Yes, I think I did.

1192. Did you ever know an instance of a landlord besotted enough to say to a good improving tenant, who had plenty of money, and we will say a 20 years to run, "I will not allow you to build a good house, or a good barn, or a good stable, or a good cow-house, or anything else, on your land?"—Certainly not, unless for some particular reason.

1193. Then Judge Longfield was probably speaking rather more from theory than from practice in that part of his evidence?—Yes, I should suppose so.

1194. Supposing you to dissent upon any ground which appeared to you good ground to a tenant making any particular improvements upon a particular farm, would you like to be summoned before the Chairman of your county to show cause why you should not allow the tenant to build this particular house or barn?—No, I think that that would be very undesirable. And, perhaps, I might be permitted to submit to the Committee a very good illustration of the inconvenience of the practice so recommended. There is a portion of my estate which borders upon the sea; it is in the immediate vicinity of Belfast,

and within the last 20 years its price has risen from £1. to £20. an acre. Hitherto it has been in the occupation of agricultural tenants, and no dispute has ever arisen between me and those tenants upon such points. But supposing one of those tenants 10 years ago had come to me and said, "I wish to expend £500. in building a farm steading upon this farm," I should have replied, "No, I do not think that you can do that—I have other views with reference to the land;" that tenant would summon me before the assistant barrister and my brother magistrates. Adjoining my own land there is some additional land which in the expectation of the rapid rise, which is likely to take place in the value of such property, I am anxious to acquire from my neighbour, who is one of the magistrates before whom I am to be summoned; the assistant barrister asks me, "What objections have you to this improvement?" I reply, "Well, I have objections. I have other views with regard to the land." Of course, if the suggestion of Judge Longfield is to be beneficial in the way in which he supposes, such a reply as that ought not to satisfy the assistant barrister, because, then, at once, all further action could be stopped by a landlord saying, "I have other views with regard to the land." The assistant barrister would call upon me to explain those views. Being desirous to acquire this piece of adjoining property, I am most anxious not to call my neighbour's attention to the probable rise in the value of that land. Therefore, it would be very inconvenient for me to say to the assistant barrister, "I consider that in a few more years the £1. a year I am now receiving from this land will be worth £20. a year; consequently I wish to keep it in a condition fit for building," because, of course, that would put my neighbour upon his guard. At the same time the assistant barrister might parade a whole posse of land agents and other skilled and expert persons who would be prepared to state with perfect reason that the improvement suggested by the tenant was a very good improvement in itself, was suitable to his farm, and was

calculated to increase the value of my property. So that the first witness examined after Judge Longfield's proposition has been submitted to the Committee is in a position from his own limited experience to adduce a case in which a very great injustice and inconvenience would accrue to the landlord from the application of that process, independently of the other objections which might be alleged against it as a matter of principle.

1195. Is it not the fact that the chairmen of counties have no peculiar means of knowing much about land, but rather the contrary?—The chairman of the county can only see through the eyes of other people.

1196. Therefore, he would have no practical knowledge, generally speaking, of his own?—No; and, in connection with this subject, I might adduce another instance in which I think that the impracticability of Judge Longfield's suggestion may be discerned; I have an area of 1,000 acres, it is my great object and my principal duty to obtain from that 1,000 acres as great an amount of food and produce as it is capable of yielding; it is now divided into 10 farms; among those 10 farmers we will say there are five men who are men possessing a little capital and considerable intelligence, the other five are men whom I know through my agent, and from my own observation, to be men not only destitute of capital, but without intelligence, and who having been vainly struggling for the last 10 years, must gradually go to the bad; it is neither convenient to me, nor have I the money with which at any one particular period to buy out the whole of those five undesirable tenants, but year by year, or as opportunity shall occur, such an operation would be perfectly feasible; I should be able to compensate them for their improvements, and either pay their passage to America, or establish them as labourers in this country, or deal with them in whatever way would be most desirable. But we will suppose that one of those tenants summons me before the assistant barrister, and proposes to add a

barn to his little steading; that improvement, so far as his particular farm is concerned, may be a perfectly advisable improvement, and the assistant barrister, through those whom he would be compelled to trust on such points, would pronounce that the improvement was such a one as the tenant ought to be allowed to make. Of course, it is very evident that when the time came for me to deal with that tenant, it would be an extreme hardship if I were to be compelled to compensate him for that additional improvement which he has added to his farm steading, contrary to my wishes.

1197. And Judge Longfield suggested that the tribunal before whom this landlord should be summoned should consist not only of the legal chairman of the county, but of the magistrates at quarter sessions; should you like, in the management of your property, to have the details of the management of it referred to any of your friends, and the gentry residing in your immediate neighbourhood?—Certainly not; it would be most undesirable.

1198. It would be neither an agreeable thing to the party whose acts might be adjudicated upon, nor to his brother magistrates, the neighbouring gentlemen who were called upon to form an opinion upon such a subject?—No; and I do not think that such a tribunal would have the confidence of the tenantry.

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1200. Would it not be as inquisitional in its nature as anything that could possibly be conceived?—I think that the result would be such that I should sell my estate.

* * * *

1205. Lord *Naas.*] Are you acquainted at all with the southern parts of the county of Armagh, and part of Monaghan and Donegal?—Yes, I have travelled through them, and have been staying with friends in them.

1206. Do not you see as little signs of improvement in the district to which I have alluded as in any other part of Ireland?—From my own observation, I can say that,

at all events, in Donegal, there are districts which are as unimproved as in any part of Ireland with which I am acquainted.

1207. Do you know whether the tenant-right custom obtains quite as strongly in those districts as it does in your district?—From what I have heard, I believe that it is practised even under more exaggerated conditions.

1208. The payment for tenant-right in this district, to which I have alluded, must be wholly irrespective of improvement, must it not?—Yes, of course it must.

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1210. Therefore, it is your opinion, that this custom of tenant-right can and does exist in large districts in which the calculation of improvements cannot enter into the consideration at all?—Yes, of course it does.

1211. And you also stated that in your own district the improvement by the tenant is only a portion of the consideration upon which the tenant-right is calculated?—Yes, I think so. Very often, even in the most enlightened parts of Ulster, the improvements for which the price is paid bear a very inadequate relation to that price.

1212. How do you think that this custom of tenant-right acts, as an inducement to landlords to improve their property, or the contrary?—I think it is an inducement to landlords to raise their rents.

1213. Why do you think it is an inducement to them to raise their rents?—By lowering their rents the tenant-right rises, and *vice versâ*, like buckets in a well.

1214. And therefore a landlord, seeing that a tenant has given a larger sum for tenant-right than his predecessor gave, naturally feels that the land is worth more, and so thinks he is justified in raising the rent?—Yes; if a tenant comes to me and says, "My rent is too high," and his neighbour, occupying a farm under similar conditions, has given a large price for the tenant-right of that farm, I naturally reply, "That cannot be the case; your rent cannot be too high, because here is your neighbour who

has paid £10. an acre for the privilege of paying that rent."

1215. And of course in that way it acts as a disadvantage to the tenant?—In that way as well as in many others.

1216. Do you think, speaking generally, that improvements upon an estate are best made by the landlord or by the tenant?—This is a point which I am very anxious to explain to the Committee. I think an impression generally prevails that the reason why the improvements are all made by the tenants in Ireland is, that the landlord has not got sufficient capital; and in a certain sense that is perfectly true; the landlords have not a sufficient capital to provide the population settled upon their estates with the conveniences necessary for cultivating those estates, subdivided as they are into small farms. But if it was merely a question of providing the estate with those farm buildings which are absolutely necessary to its cultivation, the landlords of the north of Ireland, as far as I am aware, would be perfectly able to provide them; and therefore the reason why they do not provide them is, because it would be unprofitable and undesirable that they should do so; because the tenant of a small farm wishing to erect a small farmhouse, is able to do so much more cheaply by employing the odds and ends of his time, and the odds and ends of his materials. And I cannot give a better illustration of that fact than what occurred to myself just before I came over here. I was very anxious to build a large number of cottages upon my estate, and I wished to enter into some arrangement with my tenantry, under which those who wished to have a cottage built upon their farm, might have one on condition of a small addition being made to their rent. The cottage was to cost £100.; the rent of the labourer was to be limited to £2. 10*s* a year; and the farmer was to pay £1. a year, by which means my loss on each cottage would be reduced to £2. 10*s* a year, calculating the interest at 6 per cent. But my proposition was met by

an offer on the part of the tenantry, that they should be allowed to build the cottages themselves, because they could do so much more cheaply.

1217. Was that done?—I shall adopt their suggestion.

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1219. My question had reference, not to estates in so highly improved a condition as yours probably are, but to estates upon which the outlay of a very large capital was necessary; in such a case as that, do you not think that improvements on so large a scale would, probably, be best effected by the landlord; in fact, would be effected cheaper, with greater judgment, and also with greater advantage to the estate?—I think it entirely depends upon the area of the farms. I think that if the farms are small, those improvements are made, certainly, more economically by the tenant, and perhaps with as good judgment, because, by long habit, he is thoroughly acquainted with every quarter of his little holding.

1220. You stated that owing to the advanced state of the country, and the prices, the man who holds a farm of some 10 to 20 acres finds it more difficult to live every year?—Yes, that is my impression.

1221. And that, therefore, the tendency of all agricultural improvement must be, by the force of circumstances in the creation of larger holdings, and therefore your opinion that the tenants can do these things more cheaply than the landlords, would not hold good if larger holdings were found to be more profitable to the occupiers than smaller ones?—Of course large and small are such relative terms, that persons are very apt to attach very different ideas to the same term; but even with a farm of 40 acres, I think that, probably, the improvement may be more cheaply made by the tenant.

1222. Take a farm of 100 acres, what would you say?—Even with a farm of 100 acres I think it would be more cheaply made by the tenant,* but I think it would be

* See also Judge Longfield's Evidence:—

Q. 534. Do you think, speaking generally, that improvements

desirable for the landlord, certainly with a farm of 150 acres, to make the improvements himself. That is the determination to which I have come. As soon as I can consolidate the adjoining farms into a farm of 150 acres, then, as a rule, I make the improvements myself.

1223. Do you think that the existence of the tenant-right custom in the north would encourage or discourage that outlay of money on the part of the landlord which you think so necessary and desirable for improving such a farm as that?—I think it would be necessary before he embarks on that expenditure that he should come to a distinct understanding with the tenant, and that he should consign that understanding to a written agreement.

1224. What would be the nature of that understanding?—That the tenant should bind himself and his successors not to ignore hereafter, in the course of a generation or two, the fact of the landlord having erected the farm buildings and not to lay a claim for compensation against my successor on their account.

1225. Then the effect of that understanding and arrangement would be entirely to abolish the tenant-right custom as far as such farmers were concerned?—Certainly; of course the custom would still continue to extend to other improvements, such as draining, &c.

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1230. From your knowledge of the tenant-right custom as it exists, do you think that it would be possible to embody it, or any portion of it, in a legislative enactment?—

are best made upon land by the landlord, or by the tenant?—A. I think they could be more cheaply made by the tenant, and in that way, the best, because I consider that improvement the best, which gives an example of its being profitable.

Q. 535. Why do you think that they can be best made by the tenants?—A. Because they have sometimes the aid of the labour of their own family, and sometimes they have the aid of the labour of those labourers whom they are bound to employ during the year, and then they can put them at their spare moments to this work, and take them away again when they wanted them for the farm.

No, I think not. It seems to me that the moment you attempt to consign to an Act of Parliament any of the privileges exercised under the tenant-right you will make the position of the tenant far worse than it is under the undefined custom.

1231. Then you think that any attempt, on the part of the Legislature, to embody this custom in Act of Parliament would have a tendency very much to weaken it? —Yes, I think so.

1232. And eventually to destroy it?—Yes, I think even the agitation which has taken place in regard to the custom has already weakened it; many people have regarded that agitation with extreme disfavour; but I myself have always thought it rather a beneficial circumstance, because the more those questions are agitated and examined, the more clearly right and wrong declare themselves; and I apprehend that the recent substitution of the term "compensation for improvements" for the term "goodwill," which formerly was in use, may be regarded as a result of the enlightenment of the opinion of the public in regard to this subject.

1233. Do you think that there is any wish on the part of the tenant class in the north of Ireland that an attempt should be made by legislation to embody this custom into a law, speaking from your knowledge of what your own tenants feel upon the subject?—I think I can prove unmistakeably to the Committee what the feelings of the tenants are with regard to this matter. The Committee have done me the honour of referring to a speech I lately made to my tenants, and they will have seen that the proposals therein contained are as reasonable and as liberal as it could be expected that any landlord should make. Nevertheless, it was very evident that the instinctive inclination of those of my tenantry whom I consulted, and they were the most intelligent of them, was to allow matters to remain as they had hitherto been; that is to say, that they would prefer leaving their interests in my hands; and I apprehend the same feeling would also

induce them to prefer to allow the matter to be regulated by custom, rather than by any legislative interference.

1234. Do you think, therefore, speaking generally, that any legislation that would have the effect of increasing the want of confidence between a landlord and his tenants would be very disastrous to the interests of the tenants?—I think so; I have compared a tenant, who has made improvements without a lease, to a wife without a marriage settlement; he is the weaker vessel, and in the long run, should a legal contest take place, he is likely to go to the wall.

1235. And that in any contest between the tenant class and the landlord class, such a contest must of course be more likely to end to the disadvantage of the tenant than of the landlord?—I think it would be so.

1236. Do you think that if any Act of Parliament were passed which would induce a landlord, rightly or wrongly, to consider that he was deprived of a portion, even a small portion, of his rights as a landlord, that would probably tempt him into transactions with his tenantry that he would be very unlikely to enter into were such an Act not passed?—Yes, I think it would; I think that that is the great danger, which it is well for us to have before our eyes; and that, inasmuch as an amicable understanding is essential to the welfare of both parties, we should be very careful of introducing into their relations any arrangements which are likely to convert that friendly understanding into a hostile attitude, either upon the one side or upon the other.

1237. Do not you think that such a feeling as that would stop, for instance, the giving of leases by a landlord?—Yes, certainly; for instance, I think that from the moment such an arrangement as Judge Longfield's became law, not a lease would be granted in Ireland.

1238. Do not you think that it also might have the effect of inducing landlords who had the power, to take a greater portion of their own estates into their own hands for the purpose of cultivation than is now done?—Yes, I think so. I think that the tendency of all landlords who

merely regarded their own interest would be to diminish the number of tenants upon their estates as much as possible, to convert their estates into large grazing farms; and, in fact, so to arrange matters as that they should have as little business with tenants as possible.

1239. And that, I apprehend, would be a very unfortunate state of things for the country generally?—Such a result could only be arrived at by the infliction of a great amount of suffering.

1240. Do you think that in those arrangements which you have so well described to the Committee, with regard to the arbitration of claims for compensation, and so on, it would be very advisable that in any alteration of the law we should have the determination of those claims for compensation as soon as possible?—Yes.

1241. That it would be very inadvisable that claims of this kind should hang over a landlord for an indefinite period?—Certainly, very much so.

1242. And therefore if means could be devised to enable a landlord and tenant to come to a settlement as soon after the completion of the improvements as possible, it would be very desirable; I mean if inducements could be held out to the landlord and to the tenant to come to a settlement as to any claim which might arise in consequence of the tenant's improvements, the sooner it was settled the better?—Yes, of course that would be so; but according to my notion of what would take place, those settlements would only take place upon the occasion of a farm changing hands.

1243. But still if the landlord found it to his advantage to terminate that claim at any period by the payment of a sum of money, it would be very desirable that he should do so?—Of course.

1244. Therefore every facility that could be offered by legislation for that purpose ought in your opinion to be offered?—Yes.

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1248. Is it a fact that in the north of Ireland generally farms are for the most part of small size, say 10 acres, or

or from that to 15, and under?—I should think that perhaps the average size of farms in my neighbourhood is from 15 to 40 acres.

1249. Are the tenants who occupy those small farms exclusively dependent upon the produce of their farms for their livelihood and that of their family?—Yes. I think that they are in my neighbourhood.

1250. Do they adopt weaving or any other manufacturing process as a means of sustenance?—The weaving trade is considerably diminished, and in my own neighbourhood and upon my own estate, I have very few weavers, but the state of things which you have described does undoubtedly exist in other parts of the north of Ireland.

1251. A few years ago it existed still more generally, did it not?—Yes; and also the female population were in the habit of contributing to the support of the family by what is called flowering, which is a kind of needle-work.

1252. Where any of the family were employed in any of those manufacturing processes, it would be found, would it not, that the occupation of a small farm of 5 or 10 acres was really more a subsidiary means of obtaining their livelihood than their actual means of livelihood?—Yes; I am very glad that you have called the attention of the Committee to that fact, because the honourable Chairman reminded me very correctly that in the county of Down, where I have stated that, in my opinion, 10 acres of land could not be farmed with advantage, there was a greater amount of subdivision than in any other part of Ireland; I believe that to be the case; but I think that the fact is to accounted for to a very considerable degree by the circumstances to which you have alluded, namely, the existence of this subsidiary industry, hand-loom weaving and needlework.

1253. And the fact that the occupants of those farms follow the two professions, if I may so call them, in a great degree accounts for the smallness of the farms existing through this district?—It certainly does, in certain parts of the county.

1254. And, owing to the change of the times, and to

the change of the manufacturing industry in the north, a class of people who formerly made a very good livelihood out of their farms combined with their little industry, now find very great difficulty in making a living?—Yes; the American War told very severely upon the needle-work, and the hand-loom weaving is gradually fading out.

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1259. I believe there is no doubt that the practice of tenant-right in the north of Ireland, whereby an incoming tenant is frequently obliged to pay as much as the fee-simple of the land for the good will of the land, has embarrassed that tenant in the after working of his farm?—Yes.

1260. In fact, it has ultimately broken him out of his farm?—Yes, very often that has been the case.

1261. In that sense it cannot be considered of use or benefit to the nation at large?—No, not in that sense; but, upon the other hand (because I do not wish to run the custom down unduly), inasmuch as a very large proportion of the tenants who have entered into the occupation of their farms remain from generation to generation in those farms, the knowledge that, in the first place, they will not be removed so long as they pay their rent, and in the next place, that if they are removed, a custom exists under which, in some shape or other, they will obtain a fair compensation for their expenditure, has undoubtedly stimulated the industry of the population of the north of Ireland to an enormous extent, and has given them a delight and an interest in their occupations, which is very rarely to be met with in any other part of the world with which I am acquainted.

1262. Is it within your knowledge that, in the north of Ireland, leases for very long terms, we will say on lives renewable for ever, or periods of that kind at nominal rents, are now in existence?—Yes.

1263. Is that a general mode of tenure; are there many cases of that kind within your knowledge?—On my own estate there are two areas held in perpetuity; and I am very sorry that I have not with me a return which has

been made for me, from which the Committee will see that upon these areas, which have passed out of the landlord's control, the tendency to sub-division has been so intense that whereas the original tenants were only 12 or 13 in number, the lands in question now contain 55 or 56 independent holdings.

1264. The population has enormously increased upon the townland to which you refer?—Yes.

1265. Has it been found in other respects, for instance, as to the manner in which the permanent improvements, such as draining, fencing, and building, have been effected, that on those long terms the improvement has been as much as we will say under an ordinary lease of 31 years?—No; to those long leases, which were very common in that part of Ireland, I attribute to a great extent the false position in which landlords and tenants now find themselves. At the time the leases were originally granted that tendency to subdivide was not very perceptible, and therefore the landlord did not introduce into his lease any clause against subdivision or subletting; but, during the course of the two or three generations which then ensued, this tendency to sublet and to subdivide developed itself, and by the time the lease terminated the landlord found himself compelled to deal with eight or ten, or perhaps even fifteen different occupiers, who all claimed an interest in the land; whereas his ancestor had originally only inducted one.

1266. Is it found in practice that a man, or his representative, from being an industrious tenant, and therefore selected for the grant of a long lease, has by his industry so far risen or improved his position in the world as to be an inducement to continue such leases in future, or has he fallen back in the world?—The original tenants existed before I was born.

1267. I mean with regard to his sons?—No; I think that the tendency of cultivation conducted under those long leases has been to deteriorate.

1268. Then, a tenant coming into possession of a tract of land, we will say of 100 acres, under a perpetuity, or a

lease of lives renewable for ever, gets it at what is the value of the land; is it found in practice that the farm has been in a national sense beneficially managed with regard to permanent improvements made upon it, as it would have been if the lease had been for a shorter date? —No, certainly not.

1269. Is it generally found, on the contrary, that the original tenant and his representatives, as you say in Ireland, go to the bad, and are evicted?—Yes, generally that is so.

1270. In that case, the tenant of such a farm as that cannot say that the existing land laws in any way interfered with his improvement of the land, or his advancement in the world?—No, certainly not.

1271. If, therefore, it has been found in practice, that the tenantry, with such leases and such property as I must call it in possession, have not advanced rateably with those holding shorter leases, is not that a proof that it is not the landlords' interference which has prevented the improvement of the country?—There can be no doubt of that.

1272. You seem to dissent from a proposition which has been suggested by Judge Longfield, of referring all subjects in dispute between landlord and tenant to the Chairman of Quarter Sessions?—Yes, certainly.

1273. And you consider that the kind of arbitration which you suggested to your own tenancy would be a better arrangement?—I think it would.

1274. That arbitration, however useful or advisable in the case of an individual property, would be rather difficult and cumbersome, would it not, if it were to be of universal application?—No, I think not. It seems to me that it is the most simple machinery that could possibly be devised, and I do not see any difficulty in its application. We will take the case of a landlord in the south of Ireland, and we will suppose that he has had an improving tenant who wishes to give up possession of his farm. This operation generally takes place in November, and it would be the easiest thing in the world if the two agreed to call in the services of an arbitrator, to drop a line to this gentleman,

who we may suppose would be living in Cork, or in Galway, or wherever the centre may be in which he is located, and ask him to come down and go into the whole matter; and in the course of a single day such a person could dispose of all the cases arising upon that estate in that particular year.

1276. But, under the circumstances, might not it be simply a better arrangement for all parties that all arrangements between landlord and tenant should be a matter of mutual agreement, either in writing, or verbally in such a manner as should be equivalent to writing?—That would be infinitely preferable; and so far as the future is concerned, that principle, perhaps, might be adhered to; but we have to deal with facts as they exist, and those facts prove that a considerable amount of money has been already actually expended on those improvements; and, consequently, the claims for compensation arising from those improvements, not having been already a matter of agreement, cannot become so.

1277. Improvements that have been already executed could not of course become a matter of agreement, but when they are to be made hereafter, prospectively, might not such an arrangement as that solve the difficulty of the landlord and tenant question altogether?—I do not think, as I have already said, that you can deal with the future until you have disposed of the past, unless of course you are dealing with a virgin farm, with a farm upon which no improvements have been made, and into which no tenant has been inducted.

1278. Would you consider an arrangement of this kind eligible, I will say prospectively, that the tenant enters into possession of a farm under agreement, as I said before, in writing if possible, or at all events verbally, that the class of improvements which the farm in its then state might require could be easily ascertained; and that it is understood that if the tenant builds a farm stable, or a barn, or a house, or anything of that kind that may be required, he does it with the consent or approval of his

landlord or his agent, and that in so doing, if the tenant should be entitled to a certain number of years' enjoyment as an equivalent for his expenditure, and that if he should be evicted within that time, it should be at once ascertained what he is entitled to as compensation for such farm building so put up?—Yes.

1279. And that he should be entitled to a certain number of years' enjoyment in it, or a payment for that enjoyment?—Yes.

1280. Would not that very much simplify the relations of landlord and tenant?—Yes; but it seems to me that we are given conditions to which that system will not be applicable, because that system pre-supposes provident landlords and provident tenants; but we know from past experience that those precautions have not been taken, and I think it must be evident to everybody that it will be a long time before those precautions are likely to be taken in a great number of instances, and we are trying to meet those cases in which those precautions either have not been taken, or are not likely to be taken, because of course such arrangements as you describe would be entirely irrelevant to any of those questions with which we are now attempting to deal.

1281. It appears to me that we have got into a difficulty in Ireland, and are trying to see our way out of it, and to find out how we can best arrange the disputes between the landlord and the tenant class in the country for the general benefit of the community, and if we find a system which prevails well in this country, such a one as I ventured to suggest to your Lordship now, which is known to be the practice in this country, and to be working beneficially, is it not desirable, if possible, to try and introduce it into Ireland?—Certainly.

1282. It would do very well prospectively?—Yes; but I would wish to add to my last answer, that the great impediment to the introduction into Ireland of the English and Scotch system, which is undoubtedly the only proper and reasonable one, arises from the fact that it is the tenants and not the landlords who erect the farm build-

ings; where a landlord erects a farm building, and gives a lease for 19 years, then at the expiration of the lease no difficulty can possibly arise, but when the landlord does not erect the farm buildings, even at the expiration of 19 years, the difficulty, to a certain extent, will still remain unsolved.

1283. In the supposition which I submitted to your Lordship's consideration, I went on the ground that the tenant takes a certain farm in its present state, that it is ascertained beforehand by both parties what improvements were desirable or necessary in order to secure a workable machinery; that is thoroughly understood?—Yes.

1284. And that when those improvements came to be executed, I will say by the tenant, it must be done with the full concurrence and consent of his landlord, and approval of the manner in which it must have been done?—Yes.

1285. The tenant, having complied with those conditions, would be entitled, would he not, to an agreed number of years' occupation or enjoyment from this improvement?—Yes.

1286. And in the event of his eviction before the expiration of this term, there would be no difficulty in ascertaining what would be the amount of compensation that he would be entitled to?—None whatever; and no doubt that would be a proper system to pursue.

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1289. Retrospectively, you consider that arbitration is the simplest and most satisfactory method of meeting the views of both landlord and tenant?—Yes, I think so.

1290. And do you propose that there should be a Government officer appointed for that purpose in Ireland?—Yes; I think that that would be the best chance of leading landlords and tenants to resort to that mode of getting out of the difficulty to which you have alluded.

1291. Of course the services of those gentlemen would never be called in question, except where there was an eviction?—Or except there was a cessation of occupancy.

1292. And was it your view that this officer shall in his

inquiry take into account the improvements of all kinds executed by the tenant, and which he put on the land in opposition to his landlord's wishes?—No, only those improvements which were done with the landlord's consent.

1293. Or to which he was privy, but did not caution him about?—Yes.

1294. In the propositions which you submitted to your tenants, and which they were quite satisfied with, you gave them the option of selecting their own arbitrator?—Yes.

1295. That was an extremely liberal offer on your part, and probably that was one reason why they were so satisfied with the proposition?—I do not think that I said that they were quite satisfied.

1296. First they were, but afterwards, on reconsideration, they wished to remain as they were?—No; I think what I meant to state was this: that when I came to talk the matter over with them, it was plainly evident that their instinctive impulse was to prefer the old system, and to say to me, "We are in your Lordship's hands, and we much prefer allowing our interests to be regulated by your arbitrament;" but when I came to go still further into the whole matter, and insisted upon its being a very unbusiness-like way of leaving the matter, I then saw, with pleasure, that those who had really made improvements, who were the most enlightened men, and who had the greatest interest in the future, were disposed to come into my proposal.

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1298. Mr. *Hunt.*] In the north of Ireland, in those parts where tenant-right prevails, have farms been much subdivided?—Formerly they were a good deal subdivided.

1299. Take the case of your own property; have small farms been much subdivided, I will say, within the last 30 years?—Not within the last 30 years; but I happen to have in my possession a survey of the estate for the first Lord Clandeboye, in 1630. That survey was executed exactly in the same manner as a survey would now be executed; each of the separate tenancies was very care-

fully laid down, and coloured on the map. I have not taken the trouble to count the aggregate number of those tenancies, but I imagine where at that time there was one tenancy, there are now 40 or 50.

1300. As to the mode in which those subdivisions are made, take the case where you say the subdivisions of farms have been a great evil to the country; have those subdivisions, generally speaking, been made by the landlord, on the application of the tenant, or have they been made by the tenants themselves?—Invariably by the tenants.

1301. And whether the tenancy has been at will, or where there has been a lease, the tenant has, with the connivance of his landlord, been enabled to subdivide his farm?—My impression is, that formerly those tenancies were leasehold.

1302. Long or short?—Long leases of three lives, and it was during that period that those subdivisions took place.

1303. The practice grew up under the system of leases?—I think so.

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1305. But the subdivision has gone on during this century, has it not?—I ought to have said that the leases were beginning to expire during the first 30 years of this century. Many of them depended on the lives of George IV. and his brothers. There are a few leases still extant on my estate, but the rent named in those leases being higher than the rent I require the holders of them to pay, they may be considered as non-existent.

1306. Has the subdivision gone on after the system of leases has come to an end, or has it been wearing out?—Generally, I should say that it has not gone on since the system of leases has come to an end.

1307. But the subdivisions took place under the leasing system?—Yes.

1308. And not under the tenancy at will system?—That is my impression.

1309. Under what circumstances do you believe that subdivisions took place; was the subdivision made by the tenant in order to give a part of the farm to a member of his own family?—That was the most general way.

1310. A farmer having a grown-up son who wanted to settle in life gave him a part of the farm to cultivate, and ran up a cabin of some sort for him, and making a second homestead; that was the way in which the subdivision generally took place, was it not?—Very often; or it would take place at the death of a farmer, amongst his sons, or amongst his grandsons if the sons had died.

1311. It was usually for the supposed benefit of the farmer's family?—Yes.

1312. In the case of such subdivision, was rent generally exacted by what we may call the chief tenant, that is to say, the original tenant, from the sub-tenants; those who took the portions of the divided farm?—Sometimes it was, and sometimes it was not. I do not think it was exacted by the father, but it was very often exacted if the farm came to be subdivided amongst cousins.

1313. Then, in such cases the rent would be payable to the person who was the original tenant, who held from the landlord?—Yes.

1314. The tenants of the subdivided portions would not be accountable to the landlord, but the tenant who held from the landlord, the original tenant?—Yes.

1315. And the consequence of this practice has been, that, in your opinion, a larger population has been maintained upon the land than could be profitably employed in its cultivation, in your opinion?—Than could be profitably employed under the system of agriculture as at present pursued, because it is to be conceived that if their energies were properly directed, the population would not be too large for the area they inhabit.

1316. And, consequently, more habitations have been erected upon the land than was for the benefit of the landlord?—Certainly, than was necessary for the cultivation of the land.

1317. And, therefore, more than was necessary for the benefit of the landlord; I mean that more habitations were erected on the land than would contain the people who could be profitably employed in the cultivation of the soil, and there would be more than would be for the benefit of the landlord, I presume?—Yes, I should say so.

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1334. You stated, in answer to another member of the Committee, that you should see no objection to the principle of a landlord being obliged to pay compensation to a farmer for a small cottage on a small farm, which the landlord had pulled down when the tenant left, because it was of no use to him; on what principle do you think that a landlord ought to pay compensation for such a cottage?—On the same principle as I think he ought to pay compensation for a house worth £500.

1335. I am not referring to the value of the tenement, or to the size of the farm; but supposing an erection were made upon the farm by the tenant, which was not for the benefit of the landlord, and could not be considered as an improvement in an agricultural point of view, why do you think that though the landlord actually was going to pull it down, yet he was under a moral obligation to compensate the tenant for it?—Because a certain amount of expenditure has taken place on what would be technically called a non-productive operation, and whether such an expenditure is of labour or of money, in principle it is exactly the same thing; it has taken place without the tenant having had an opportunity of recouping himself.

1336. But for whose good was that expenditure made?—It was made in order to enable the tenant to pay the rent, and therefore it was as much for the landlord's benefit as for the tenant's.

1337. But it was no permanent improvement to the farm?—It was a permanent improvement, so far as that individual farm was concerned.

1338. In the case which your Lordship put yourself, of

a cottage that the landlord felt it advisable to pull down when the tenant left, if the landlord felt it desirable to pull it down because it was not wanted for the farm, and was rather an evil than otherwise, how can that be considered as an improvement to the farm?—Because during the period of its existence, perhaps for 20 or 30 years, it enabled the landlord to obtain 30*s* or £2. of rent from those individual five acres, which otherwise he would not have obtained.

1339. I quite understand that, supposing the land would pay for the rent by reason of this cottage being there, it was a cottage which the landlord ought to keep upon his estate; but you have instanced the case of a cottage which the landlord felt it advisable to pull down?—Yes, he now feels it desirable to pull it down, because there has taken place such a change in the agricultural status of the country, that those small tenancies are no longer capable either of supporting mankind or of paying rent; but in former days, at the time that this tenement was erected, and during the period that it was occupied, a man with a small holding of that description was very well able to pay the rent; and perhaps it might be said, certainly in some parts of Ireland, that the rent paid by that description of tenants was higher than the rent paid by larger tenants.

1340. Do not you think that the equity of the case would be satisfied by allowing a tenant, when he left a farm, to carry away some of those buildings from the place, for which he had paid out of his own pocket?—In order that I may not be misunderstood upon this point, I must ask leave to explain myself a little more clearly. What I intended to state was, that however small the improvement erected upon the farms might be, provided the improvement were necessary to the cultivation of that farm, it ought to be liberally dealt with by the landlord when the farm is about to pass into his hands, and for this reason, that if you were to deny a tenant's moral claim to compensation for such an improvement upon the ground

of its no longer being of any use to the estate, which was about to pass into an improved condition, the same argument would hold good with regard to £100. worth of buildings expended upon a farm of 15 acres, or £200. worth of buildings expended upon a farm of 30 acres. Of course the point can be pressed in such a way as to render the tenant's claim to compensation infinitesimal, but its amount does not at all invalidate the argument as to the principle.

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1345. I understand you to say that, on your Lordship's estate, when opportunity has offered you have spent large sums of money in purchasing up the tenant-right of the farms?—Yes.

1346. And by that, I presume, you think that the tenant-right is prejudicial both to your own interest and that of your tenants? I merely mentioned the fact of my having purchased it in order to prove how prejudicial I consider it. I myself made a large pecuniary sacrifice in order to save the incoming tenant from having an intolerable burden tied round his neck, which, in nine cases out of ten, must inevitably prove his ruin.

1347. When a man takes a farm it is desirable, is it not, that he should have all the money that he can command in order to spend in cultivating the farm?—Yes.

1348. And that if he has to pay a large sum of money as compensation, or whatever name you call it, to the outgoing tenant, his means of cultivating the farm is, *pro tanto*, diminished?—Yes.

1349. In fact, it operates very much like a fine on the renewal of a lease?—Yes, exactly.

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1351. By a landlord's purchasing the tenant-right of a farm, he is enabled to raise the rent to the next tenant, is he not?—Generally speaking, I have not done so, because I considered the rent already sufficiently high.

1352. I was not asking as to your Lordship's case individually; I meant to say that if landlords purchased

the tenant-rights of farms, they would be able, would they not, to raise the rent to the next tenants?—I was going to say that, generally speaking, I have not done so; but I have done so under special circumstances, and invariably the additional rent was paid with the greatest willingness.

1353. As I take it, the lower the rent of the farm, the more the incoming tenant would give under the name of tenant-right, and the higher the rent of the farm, the smaller the sum he would be willing to give?—Yes; that may be accepted as a general rule.

1354. But in certain cases people are so reckless that in order to get possession of a farm a man will raise money at any rate of interest to be able to plant himself upon the land?—Yes.

1355. Supposing a change of tenancy is taking place on your estate, and supposing a tenant is leaving for any cause or other, does the man who proposes to succeed that tenant come to you or your steward, in the first instance, or does he go and make arrangements with the outgoing tenant?—The practice varies according to the estate; on some estates one practice is adopted, and upon others, another. On some estates it is the practice for the landlord, or his agent, not at all to interfere, but to allow a tenancy at will to be put up to public competition.

1356. The arrangement is made with the outgoing tenant, and then the landlord accepts the man who has made the arrangement as his tenant as a matter of course?—Yes; on other estates, on the contrary, the landlord exercises the power of selection, and indicates the tenant whom he chooses to succeed.

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1358. In the county of Down, on the estates where this tenant-right is in force, have tenants to your knowledge spent any money on the objects mentioned in the 11th section of the Act, which we are considering; for instance, the thorough drainage, or the main drainage of land?—I suppose by main drainage is not meant what is called arterial drainage?

1359. I think it is so here; but we will say thorough drainage?—Yes, certainly; very large sums of money have been expended by tenants themselves, or conjointly with their landlords.

1360. Where they have spent a large sum of money is that considered in the compensation to them under the drainage of land when there is a change of tenancy, the name of tenant-right, or as improvement in the good-will; does it effect the amount?—The fact of a field having been drained, now that draining is being recognised as a very essential improvement, would be likely to increase the amount.

1361. I am not asking whether it would be likely; I want to know whether, in fact, within your knowledge, where there has been a change of tenancy it has affected the amount?—Yes; where that circumstance has happened it has been so; at all events it would be a very principal element in the advantages insisted upon by the seller.

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1366. A question was asked which I do not think your Lordship gave an answer to in consequence of another question being put to you; it was this: which do you think to be the best system, for the improvement to be paid by the landlord, charging the tenant interest, or raising the rent upon him, which is the same thing in other words, or for the tenant to make the improvement and to have a claim for compensation?—I think that in very small farms if the landlord were to undertake those improvements, even with the expenditure of a considerable amount of capital, it would take time before those improvements would extend over his whole estate, whereas if he encouraged his tenants to execute those improvements, they could be done quite as effectually and more rapidly.

1367. Do you find that erections made by the tenant are made so well and substantially as those which are made by the landlord?—They are not so sightly, and they are not perhaps so substantial.

1368. Nor so lasting?—Perhaps not, but I do not

think there would be much difference in that respect; but if the landlord were to attempt to erect such farm buildings, he would have to maintain an enormous staff of masons and bricklayers, and people of that sort; and it would require a very expensive and very numerous supervision in order to have the work properly executed.

1369. You state that on an estate, if the landlord does the improvement himself, it will require a much longer time to get it done than if the landlord allow the tenants to do it themselves?—Yes, I think it would.

1370. What reason would there be for their taking a much longer time; is it on account of the want of money on the part of the landlord, or on account of the want of hands to do the work?—If the landlord were to do it at all economically, he could onlydo it by having a staff of persons whose sole employment was, we will say, the draining of land, a gang devoted to that purpose; and, of course, it would take a considerable time for such gangs to go over the whole estate.

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1396. There was another suggestion of Judge Longfield's, that a tenant should be able to apply to the Court of Quarter Sessions and get the sanction of the Court of Quarter Sessions to an improvement, against the will of his landlord. You heard him make that suggestion, I think?—Yes.

1397. And you have stated that you do not approve of it?—Yes; I object to it.

1398. Would not the landlord have the remedy in his own hands if there were no lease; would he not be able to say to his tenant, "If you make such an application to the Court of Quarter Sessions, I will give you immediate notice to quit"?—I think that that would be the result. The landlord would say, "You think that this would be an improvement. I think, on the contrary, it would be detrimental to the farm, and your opinion convinces me that you are not a good farmer, and I should prefer another tenant whose views of farming would coincide more with

my own." A *bonâ fide* case of this kind might arise between a landlord and a tenant who disagreed as to whether a farm ought to be an agricultural farm or a grazing farm, or as to whether flax ought or ought not to be a principal crop.

1399. Except in the case of a lessee, such a provision would be practically inoperative, because the landlord would be able to defeat it by giving the tenant notice to quit?—It seems to me that he would, and of course as we are trying to provide for cases where a landlord is inclined to be guilty of injustice, or at all events to treat a tenant with harshness, it is to be presumed that he would resort to that remedy.

1400. In the case of a lease, if there were proper covenants in the lease no such provision would be required?—No, because the landlord would introduce a clause against it.

1401. And the tenant would take care to have such provisions in his lease as would ensure his being compensated for unexhausted improvements?—He ought to do so.

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1407. As to your proposed system of arbitration, would any legislation be necessary to carry out that system?—It would be necessary, I imagine, to supply by legislation the salaries of those arbitrators.

1408. But otherwise it would be quite possible, would it not, for those questions to be settled by arbitration, even without any legislation at all?—The difficulty in the way of that, which I admit would be a still better plan, arises from the fact of the want of a middle class in Ireland. Society in the agricultural districts in Ireland is divided into landlords and tenants; and there are no persons whose intervention as arbitrators would inspire the tenants and the landlords with equal confidence.

1409. Supposing you provided, by legislation, for the appointment of arbitrators and for the payment of their salaries, are there any persons whom you could appoint as arbitrators?—There are such persons in Ireland.

1410. If there are such persons who could be appointed as arbitrators under the Act, is there any reason why they could not be called in as arbitrators without an Act?—Because the time of those persons who might be appointed as arbitrators under the Act is very valuable, and it would be a very expensive process having them down from Dublin or from Belfast, or from wherever they may live, and retaining their services for those operations.

1411. If there were a general wish to employ arbitration in those matters, would not a class of persons very soon arise to whom it would be worth while to employ themselves in those matters; the demand would create a supply in the case of arbitrators as well as in all other cases, would it not?—In the first place, I think that our object is to introduce into Ireland a system of arbitration for which at present no inclination exists. That I am quite ready to admit. I do not believe that there does exist any inclination for the employment of arbitrators at present; but it has struck me that perhaps if those arbitrators were to be provided for them, both landlords and tenants would be glad enough to avail themselves of their services.

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1413. Do you not think that, supposing people were anxious to have resort to arbitrators appointed by the law, arbitrators would spring up without such an Act?—I do not think they would; I think it would be too expensive, and also there would be other inconveniences. For instance (for there is nothing like taking an individual case), I propose to call in an arbitrator to decide disputed cases between me and my tenants, and perhaps each year 10 or 15 such cases would have to be dealt with. I should have in the first place to write to Dublin and engage the services of such a gentleman as I have described. There would be the cost of his journey down from Dublin and his journey back, and his time while he was engaged upon our business. The amounts in respect of which he is about to arbitrate are very small sums, and if it were to be arranged between me and my tenants that each of us should con-

tribute an equal sum by way of fee to this gentleman, it would be very expensive to the tenants, and it would be also expensive to myself, and it would be hardly remunerative to the arbitrator. In addition to that, there would be a suspicion in the mind of the tenant, I imagine, of an arbitrator who received money from his landlord, even in the shape of a fee.

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1416. Sir *Colman O'Loghlen.*] Does the existence of tenant-right in any way affect the value of property. Is there the same rate of purchase in the tenant-right part of Ireland as in other parts of Ireland?—I can hardly say. I think that property fetches a higher rate of purchase in the north of Ireland than in the south of Ireland, but I should not attribute that higher rate of purchase to the custom of tenant-right.

1417. I wished to know whether you thought the custom of tenant-right determined the value of property in the north of Ireland?—I can hardly say. I think it would have a tendency to do so. I think that an Englishman coming over for the purpose of purchasing an estate would be inclined to give more for an estate which had been disencumbered of the custom of tenant-right than for an estate where that custom existed in full force.

1418. As I understand, that is your theoretical opinion?—Yes, that is my theoretical opinion; my conjecture.

1419. You are aware that within the last few years a change has been made with respect to agricultural fixtures; a tenant has now a right to agricultural fixtures?—Yes.

1420. Are you aware whether that has deteriorated the value of property in Ireland?—No, I think not.

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1424. If you were yourself farming land which you held from a landlord, would you be inclined to make any improvements unless you had an agreement for compensation, or unless you had some security of tenure in the shape of a lease?—Certainly not; nor do I consider a landlord is under any obligation to recognise the custom

of tenant-right, when he is dealing with a person of sufficient intelligence and education to protect himself.

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1426. Do you think that feeling exists generally among the tenantry in Ireland?—I do not think it does among the tenantry in the north of Ireland, I wish it did; I do not think that the tenantry, in the north of Ireland, are deterred from making improvements, from the fact of their not having any security; any lease.

1427. But you yourself would not be inclined to make improvements unless you had some security of the kind I have mentioned?—Certainly not.

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1450. Do you think that a tenant ought to be required to get the consent of the landlord, in the first instance, for every improvement he wished to make?—I think if it were possible for a tenant, by making an improvement without my previous consent, to found a claim of any importance against me hereafter, that I should introduce a regulation requiring all tenants to inform me beforehand of what improvements they were desirous of making.

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1456. Do you not think that the required notice to be served on the landlord of all agricultural improvements proposed to be made, is calculated to produce litigation and bad feeling?—I think the proper way of proceeding between landlord and tenant would be this, that the tenant should come to the landlord before he entered upon the occupation of the farm and require the landlord to give him a lease, and then that the two parties should come to a mutual understanding as to the mode in which the cultivation upon that farm was to be conducted, and as to the amount of compensation which the tenant was to receive at the termination of his tenure. That, I apprehend, would be a better mode of conducting business than by leaving the arrangement undecided, and to be determined by a court of law, as in the case which you have quoted.

1457. You have spoken of leases: are you in favour of

leases, generally?—Yes; I should be very glad that my tenantry should show an anxiety to have leases, and I should always be disposed to grant a lease, due regard being had to the size of the farm, and the character of the tenant who applies for it.

1458. On the last day of your examination, Sir Robert Peel quoted some observations made by a gentleman at a public meeting in which he spoke of "security of tenure;" do you think "security of tenure," means "fixity of tenure"?—It would be impossible for me to state in what respect that term was used on that particular occasion.

1459. Is not security of tenure a great advantage between landlord and tenant?—If security of tenure means security under a lease, of course I consider it a great advantage.

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1462. The *O'Donoghue.*] In answer to a question that was put to you, you said "I should not be disposed to attribute those good relations subsisting between the tenantry and the landlords of the north of Ireland to the existence of tenant-right, but that the existence of what is called the custom of tenant-right has been the consequence of those good relations"?—Yes.

1463. I thought that the tenant-right of Ulster had its origin in the plantations of Ulster by James the First?—No, I think not. It is so stated by some persons, but I do not think that that is the case.

1464. It is held, is it not, by a great many, that that was the origin of tenant-right?—I have seen that theory advanced by persons, but I do not exactly see how the custom as now practised could have thence arisen. In those days, and long after, it was the object of the landlords to attract tenants; consequently tenants never thought of paying a bonus, in addition to the rent, for the farms they got. But increase of population produced competition: as the landlords still refrained from exacting a rack-rent, which is the inevitable product of competition, that product took another shape, and became the lump

sum paid under the name of good will by the incoming to the outgoing tenant. Hence the custom, so far as it does not refer to improvements.

1465. Is it not an historical fact that the Government at that period gave grants of forfeited lands to the undertakers on condition that they let those lands to English and Scotch settlers at low rents?—Yes, I believe that was the case in many instances, particularly with respect to the grants made to the London companies; but many grants were made to persons for military and political services, in which no such conditions were inserted.

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1467. It is quite clear, at all events from that, that the Government of that day were under the impression that security of tenure and low rents would be the means of establishing a thriving tenant-class in Ulster?—That was their opinion, and a very just one.

1468. Do you not think it is contrary to the principles of political economy?—No. If you wish to settle a country, it is not against the laws of political economy to grant lands on conditions calculated to attract settlers.

1469. That they should fix the rent at which the land should be let?—No, I do not think it was.

1470. What would you say now if the Government were to fix the rents at which the landlords were to let the lands?—I should say it would be an infringement of the rights of property: when I was anxious, as you observe, to erect some cottages upon my estate, it was quite competent for me to say to the farmer, "You shall let these cottages I have handed over to you, but you shall not take advantage of the competition for tenements which exists, and charge to the tenant a higher rent than this which I have fixed." I do not think in doing so I infringed any of the laws of political economy, neither do I think that I infringed the rights of property, because that which I dealt with was my own.

1471. Of course you are aware that at a subsequent period to the time to which I have referred when the

Government of this country were anxious to oppress and impoverish the occupiers of land, the means they resorted to were to establish by law insecurity of tenure and high rents?—I think my best answer to that question would be to ask the Honourable Member to refer to the cases to which he alludes.

1472. I refer to that period when no Catholic could hold land for a longer period than from year to year; and when he could not pay a lower rent for the land he held than three-fourths of its value. Is it not clear from that that a different system of legislation was applied to the north of Ireland from that which was applied to the other provinces?—A different system was unhappily applied to the Roman Catholic population than to the Protestants.

1473. But the Roman Catholics were an immense majority at that period all over the rest of Ireland?—Yes.

1474. I understand, in answer to a question, you attribute the prosperity of the north of Ireland to some peculiarity in the character of the people, they being more energetic and provident than the people of the south and west?—Yes; but my reply to that question was very guarded. I said it was my impression that such was the case.

1475. Do you not think that the comparative prosperity of Ulster might be considered as a necessary result of beneficent legislation rather than the result of energy in the people peculiar to that province?—I think it was the result of both; the one cause need not exclude the operation of the other.

1476. Is it not a fact that while Ulster prospered the rest of the country was impoverished?—Yes, it is the fact.

1477. And while the people of Ulster were thrifty and provident, the rest of the people of the country, to a great extent, were reckless and indifferent?—Yes, I think so; but at the same time I would observe that, during the last 30, 40, and 50 years, a period of perfect equality to all classes, the inhabitants of the north of Ireland have exhibited, I am inclined to think, a greater amount of industry and energy than the inhabitants of other parts of Ireland.

1478. How is that shown?—By the appearance of the country; by the appearance of the cottages in which the inhabitants live, and by the appearance of the inhabitants themselves; by the absence of beggars in one district, and by the multitudes of them in the other. But, at the same time, I do not wish to make such an observation in any invidious sense; I make that observation, not as an inhabitant of the north of Ireland, but as an Irishman, as much identified by ties of blood and affection with one part of the country as the other.

1479. Has it come to your knowledge that the great majority of the occupiers of land, in Ireland, are discontented with their position, which is one of tenancy at will?—As far as I am acquainted with the north of Ireland the very contrary is the case. Unfortunately, the people of the north of Ireland are contented with being tenants at will; and I regard that as a mark of very great want of intelligence.

1480. Do you mean to say they would prefer to be tenants at will, to having leases?—Yes; I think they would.

1481. How do you account for that; do you think it is accounted for by any apprehension that if they took leases they might, perhaps, be obliged to pay more than the value, or a higher rental than they do now?—Certainly not; first of all, I think that that is to be accounted for by their want of intelligence as to the proper mode in which they should conduct their business, and in the next place it arises from the fact that the invariable justice which they have met with at the hands of their landlords has never forced upon their attention the advisability of insisting upon a lease. I think the proof of the correctness of my statement is to be found in the fact that the tenant-right of a farm, without a lease, would be sold for as high a price as the tenant-right of a farm with a lease. I may also add that during the last 15 years, except upon one occasion, I have never been asked for a lease, and yet all my tenants are tenants at will.

1482. But supposing in your own case, you were the

occupier of land, with a house, would you be disposed to improve, if you were merely a yearly tenant, to the same extent as you would if you held for a longer term?—No, I certainly should not.

1483. When you give it as your opinion that, in these days, a man cannot live on a small farm, I suppose you mean that he cannot live on it and pay the rent which is likely to be demanded from him?—He cannot live on it and pay a fair rent—such a rent as the occupants of adjoining farms of larger extent are able to pay with advantage to themselves.

1484. Is it not the fact that the value of land in Ireland depends upon whatever the landlord chooses to ask?—That is over-stating the case; but there is no doubt that in the north of Ireland the competition for land is so great that a much higher price will be offered for it than the applicant is likely to be able to pay with advantage; that is to say, the tenantry will be content with a much smaller margin of profit than the tenants of either England or Scotland would be content with, or, in my opinion, any tenants should be content with.

1485. But, although you say I may have over-stated the case in my question, is it not a gross fallacy to assert that the tenants consenting to pay the rent demanded must be taken as an admission that the value of the land has been fairly estimated?—That is often the case, but even that assertion requires some modification. As compared with the skill of the tenant, the rent may be too high, though not too high as compared with the capabilities of the soil. It is difficult to explain; but here may be a farm occupied by an Irish tenant, without intelligence, without skill, and without capital. We will suppose that the rent he offers for that farm is as much as £2 an acre. The rent which his skill and intelligence and the small amount of his capital may enable him to pay may be only £1 an acre. Therefore, as far as regards that individual tenant, £2 an acre would be too high a rent for that farm. But another tenant might come with intelligence, with skill, and with

capital, and by the application of that intelligence, skill, and capital to that farm, he might, with the very greatest ease and advantage to himself, pay a rent of £2 an acre.*

* * * *

1487. That being so, of course he cannot be said to be a free agent?—We must modify that deduction. For instance, in the north of Ireland—because I am more at home in the north of Ireland—that would not be the case, for at this moment labour is so scarce that I consider the position of a labourer in the north of Ireland is better than that of a small farmer; consequently, if the owner of a ten-acre farm chooses to give up possession of his farm and adopt the occupation of a labourer, he can not only do so, but he can do so with very great advantage to himself and his family.

1488. If certain causes over which the tenants have no control tend to lower the price of their produce, and to diminish their capacity to pay rent, must not the ruin of the small farming class be considered inevitable. Do you not think they have a right to expect that the Legislature should do something to preserve them, and to enable them to live in the country?—I am afraid it would not be advisable for the Legislature by artificial means to encourage a whole population to depend for their support on an industry capable only of sustaining a part of their number.

1489. As regards more than half the occupiers holding under fifteen acres, are we to assume that they must be swept off?—That does not follow at all. The first effect of the causes you allude to is a reduction of rent.

1490. Supposing there is no reduction, because it is optional with the landlord to reduce or not, would you say that the small farmers would be justified in looking to the Legislature to relieve them in that case?—No; certainly not in the sense in which I imagine you contemplate.

1491. In reply to this question put to you by Sir Robert Peel, "You know what the advocates of tenant-right in Ireland say?" you say, "Yes?"—Yes.

* See Note, p. 82.

1492. Might I ask what they do say?—Some say that the land ought to be let at a shilling an acre; some say that the rent of the land ought to be fixed by Government; some say that the present occupiers of farms should be declared the occupiers, they and their descendants, for evermore; and some advance other theories of a similar nature.

* * * *

1497. Of course, it cannot have escaped your observation that those who have opposed hitherto the settlement of this question between landlord and tenant have almost invariably represented the demands of the tenant as being of the most exaggerated kind?—I think the people who talked about tenant-right at those meetings did not understand the nature of the custom as it exists in the north of Ireland.

1498. I suppose you will admit that the tenants are the best judges of what are their own interests?—In what respect?

1499. In respect, for instance, to whether security of tenure is better than insecurity of tenure, or in respect to whether they should pay more or less for the value of the land?—I should say certainly not, in the sense alluded to by the Honourable Member; and if he will allow me, I think I can furnish him with a very good illustration of how little the tenants are judges of what is for their own interest in these particulars; and I think I may be allowed to add that, in my opinion, some of those gentlemen who have undertaken to represent the interests of the tenantry, are also, to a great extent, unaware of what is really for the interest of that tenantry. In support of this opinion I will submit to the Committee certain facts which, I think, bear very directly upon this question. I think it right to tell the Committee that, until three days ago, I myself was unaware of the nature of these facts, and that they have only come to my knowledge in consequence of my having written to Ireland for information. In the centre of my property, but in two different parts

of it, there exist two areas. By some fortuitous circumstance these areas, in the year 1745, were let in perpetuity; the one was let to six tenants, the other to seven tenants. The sizes of these separate holdings were on the one area 119 acres, 68 acres, 63 acres, 35 acres, and 21 acres. During the interval which has elapsed since 1745, the first of these farms has been subdivided amongst six tenants, the second amongst two, the fourth amongst six, the fifth amongst seven, and the sixth amongst four; so that the original six farms have now come to be 25 farms. Some of these farms are held by the co-heirs of the original tenants, but others are sub-let, and the rent upon those farms thus sub-let varies from 31*s* to 35*s* an acre; whereas similar land, forming a portion of the same townland, held under me at will, is let at 25*s* an acre. With regard to the other area, there were originally six farms, containing respectively 127 acres, 52 acres, 40 acres, 53 acres, 60 acres, and 29 acres. These six farms are now subdivided into 27 farms, and the rents now paid to the middlemen amount from 27*s* to 31*s* an acre; whereas upon my adjoining property the rent demanded is only 25*s* an acre. Thus the average size of these farms left to the control of a peasant proprietary has degenerated from 50 acres to 12 acres, while the rents have risen 30 per cent. above the price asked by the large landholder.* Now, I can give the Committee my word of honour that I never set my foot upon either of these areas. I was quite unacquainted with the number of subdivisions which existed upon them; I was quite unacquainted with the rents paid by the tenants occupying them; I was only aware, by passing along the public road, from the general appearance of the district in question, that its cultivation was worse and the houses upon it in a

* Colonel Adair gives a similar instance. In 1747 there were 63 tenants on a particular area, which is now occupied by 419 tenants and 374 cottiers. In 1747 each tenant enjoyed a farm of 110½ acres; whereas now the average size has been reduced to 16 acres.—*Ireland and her Servile War*, p. 48.

more dilapidated condition than was the case on the adjoining parts of my property. I wrote to my agent, who, I may mention, although my tenants are almost to a man Presbyterian, is himself a Roman Catholic. I did not tell him with what view I required the information; I merely put upon paper the questions necessary to elicit the information I have now communicated; and I would venture to submit to the Committee my opinion that if by an Act of Parliament all the landlords of Ireland could be abolished to-morrow, and the farms let to their present occupiers, at whatever rent might be considered just, in the course of a certain number of years a similar operation would take place over the whole of Ireland (always, of course, with certain exceptions) as has taken place upon these two areas to which I have referred; that is to say, the present tenants would cease to be tenants, and would become landlords; they would exact a higher rent for the land than the present landlords exact; they would be less improving; the subdivision of farms would continue, and 50 years hence, if we could return to inspect the condition of the country, the then condition of the tenantry of Ireland would be worse than the condition of the present tenantry. The foregoing facts also confirm what I have already tried to explain, viz., that the lump sum paid by an incoming tenant to an outgoing tenant as goodwill, is nothing more than so many years' purchase of the difference between a fair rent and a rack rent. My rent of 25*s* an acre being from 35 to 40 per cent. lower than the competition rent of 35*s* an acre paid on the adjoining area, a man who surreptitiously handed to my outgoing tenant £100. for the good-will of a 10-acre farm, would be in no worse a position than the adjoining tenant who pays a rack rent of 35*s* an acre. Thus the custom under which these good will payments are made is the exponent and the result, and not the cause of the landlord's moderation.

1500. Then, supposing that it is so, how do you account for this fact, that in several of the countries in Europe, where the peasants are owners of the land, agriculture

is in a most flourishing condition?—It may be accounted for, I think, in this way: it seems to me, admitting the facts which you state (which I believe to be the case), that there exists in Ireland an unreasonable tendency to subdivide the land; and that in other countries there are certain conditions which not only prevent that excessive subdivision of the land, but also that in these countries there are other modes of occupation which absorb the surplus agricultural population.

1501. Do you think that the anxiety to subdivide exists as much at the present time as it did formerly?—Not so much as it did formerly; because, I think, the landlords have done their best to check it.

1502. Do not you think the facility for emigrating, for instance, has also had a tendency to do so?—I think, probably, that has already begun, and will continue to operate.

1503. A farmer sees now that he can provide for his son differently than he did formerly, when he had nothing to do but to give him some land to farm?—I think that eventually the emigration, which is now going on, and the development of the manufacturing industry of Ireland, and consequently the facilities likely to be afforded to the surplus agricultural population of providing for themselves by some other means than by subdividing the farms which their fathers occupied, will gradually reduce the pressure upon the land; and that it is in that consummation that the true remedy for the unhappy condition of the agricultural population of Ireland is to be found, because by that means the tenantry will be placed in a position to make whatever bargains with their landlords they may think most conducive to their own interests, in the same way as those causes have already begun to render the labourer more independent of his employer. But I am afraid that a very considerable time must elapse before that result will be arrived at.

1504. Did you ever read this passage in the Report of the Devonshire Commission: "The uncertainty of tenure is constantly referred to as a pressing grievance of all

tenants; it is said to paralyze their exertion, and to place a fatal impediment in the way of improvement; and we have no doubt that this is the case in many instances"?—I have never read that, but I quite agree with it.

1505. Do you not think every inducement ought to be held out by the Legislature, to induce the landlords of Ireland to give leases to their tenants?—Yes; and I think it would be a most desirable circumstance that the landlords of Ireland should discover sufficient inducement to grant leases.

1506. Do you not think the Legislature ought to try and find out some way for doing so?—I do not see that it can.

1507. What would you suggest yourself as an inducement?—I think that the chief inducement for a landlord to grant a lease would be the existence of a tenant with capital, skill, and industry; and that where they exist, the landlord, for his own interest, would at once grant a lease if the tenant insisted, as he should do, upon having a lease. There is one point to which you have referred in one of your questions upon which I think it right to add a word. You said that under the charter by which the undertakers in the reign of James the First, held their lands, provisions had been introduced, requiring them to let those lands at low rents, on long leases, and under favourable conditions. I replied that I had understood such to be the fact; but if I am right in supposing that you wish to infer from that circumstance that the present tenantry now occupying the districts formerly granted upon those conditions are legally entitled to such terms, I would remind you, as an historical fact, that a very large per centage of the present proprietors of the north of Ireland, are, in fact, the representatives of the very tenants on behalf of whom those conditions were made, and that consequently the conditions were complied with, and those on whose behalf they were imposed have reaped the advantages which it was intended they should obtain. Although all the lands I now

possess formed a part of the original Clandeboye Grant,* 90 per cent. of my property was acquired by purchase: the proportion I hold direct from the Crown is very small, and a similar process of disintegration and repurchase by the original grantees has taken place in respect to many of such grants. On the Clandeboye Survey of 1630, to which I have alluded, the names of the then tenants are not at all identical with the names of the present tenants though the names of some of the present adjoining proprietors are identical with the names of the then tenants. Moreover, though beneficial at that time, experience has proved that long leases would be anything but beneficial now, and every agriculturist will tell you that too low a rent is only less fatal to good cultivation than too high a rent.

1508. My argument was, that the effect of the conditions which were made at that time was, to produce a prosperous state of things in the north?—Certainly.

1509. And that if that system had been established in the south, the effect would have been the very reverse?—I quite agree with you.

* * * *

1513. Mr. *Bagwell.*] I believe you have stated more than once, with reference to the size of farms, that consolidation was going on slowly in the north of Ireland?—Yes, slowly.

1514. In fact, I gathered from your evidence that where a small farmer wished to leave the country, or was unable to meet his engagements, that then he would inform his landlord of the case; that he would look to the custom of the country of tenant-right, and that the landlord would have a veto as to the new incoming tenant?—The custom varies upon different estates; there are many landlords in the north of Ireland who refuse altogether to recognise the existence of the custom, who select their tenant, and take a special precaution that nothing should appear in the transaction as between them and their tenant in any way connected with the custom of the tenant-right.

* No such condition as that alluded to by the Hon. Member was introduced into this Grant.

1515. That was not the point I wished to come to; the point was this: in the case of a small farmer wishing to resign, to go out of the country, or to take some other occupation; as a general rule the landlord then would, allowing on his estate the custom of tenant-right, make naturally such arrangements as that, that small farms should be thrown into another farm on the estate, in order to increase the size of the farm?—Yes; that is what he would do. Rather than that the tenant should go away, imagining himself aggrieved, he would probably give him a sum of money far exceeding what any court of justice would award.

1516. And on your Lordship's estate, probably, that has been the case, that farms have been increased in size, from time to time, by that means?—Yes; I should say that the average of the size of my farms has increased from 25 acres to 45 acres.

1517. That has been done upon your estate which has had what I consider to be the benefit of tenant-right; it has been done without any of those heartburnings, or those wretched scenes which have taken place, such as whole districts of houses being levelled?—There have been no heartburnings between tenant and tenant; it is I who have felt myself the injured man, in being expected to give money for that which had no value.

* * * *

1519. You mentioned just now, in a lengthened statement, certain lands being leased upon your property by your ancestors in 1745; what proportion does the rent that was agreed to be paid on that land bear now to the value of it?—I can tell you that; a farm of 127 acres was let at £25. 10*s* 1*d*.

* * * *

1522. Does not it strike you that the holder of that lease is the real owner of the land now; in fact, that you have a small rent charge out of the land, and that the people who hold those leases have in reality become landlords?—The representatives of those seven leases are the present landlords.

1523. Therefore, the bad state, which I have no doubt exists exactly as you have stated it, is not owing to the fault of the long leases, but the fault of the owners of those leases, because they have, in fact, become landlords, only paying 10 per cent. of the value of the land; in fact, it cannot have any reference to the tenure and state of the land?—No; but it proves this: that however improvident or oppressive the present proprietors of land may be supposed to be, were their proprietorship to be transferred, as I have seen it proposed, to the present tenantry, the result of such a transference would be the creation of a class of landlords still more improvident; and, judging from the rack-rent demanded in the cases I have cited, still more oppressive.

1524. I cannot understand what difference should exist between the landlord who is paying 10 per cent. upon the value and a landlord who is the owner of the fee simple? —There is this difference, that the one lets his land at a rent determined by a professional valuator, and the other lets his land at a rack-rent.

1525. That is exactly what I cannot understand. Supposing your Lordship was left an estate of £10,000. a year in Tipperary, and upon that estate you had to pay £500. a year head-rent, would that make any difference in the management of the estate?—No; but that is not a parallel case. If it is a question between peasant proprietors and ordinary landholders, these facts prove it to be better for the country that the land should be possessed by persons of wealth, education, and liberality, than by persons in straitened circumstances. It shows that fixity of tenure is no panacea for the ills of Ireland.

1526. Colonel *Greville.*] I think you said you relied, as a rule, upon the tenants to make the improvements?—Yes, as a rule.

1527. In fact, the landlord would be unable to do it in the generality of cases, even if they were willing to do it? —I was very careful to make a distinction between the inability of the landlord to do so, and the unadvisability of his doing so.

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1529. You consider that the tenants could do it more economically?—Yes; for instance, I believe that almost every landlord in the north of Ireland, possessing, we will say, 10,000 acres, if he came to the conclusion that the best mode of cultivating those 10,000 acres would be by subdividing it into 10 subdivisions of 1,000 acres each, would be in a position to build 10 separate farming establishments.

1530. You think he would be able to obtain the means. That is a case, however, which it is impossible to contemplate, looking at the present state of the country?—Yes.

1531. Neither would it be desirable?—No.

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1533. Of course we must give them some inducement to do so. I believe you are of opinion that it would be expedient, at the expiration of the tenancy, to give to the tenant the actual value of the improvements which have been made by him?—No; my theory is, that such arrangements ought to exist between landlord and tenant as, that, at the expiration of the tenancy, the tenant should have got back the capital he had expended, together with a fair amount of interest upon that capital. If, by any legal enactment, you render the interest he receives higher than the interest to be obtained by other modes of investment, the only result will be that you will attract competition to this more favourable investment, and raise the rent of land.

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1535. So with regard to clearing land of stones, where profit is made from land which before was worth but little?—Yes, certainly.

1536. I think you said we cannot deal with the future till we have done with the past; I presume by that you mean that we must deal with the improvements which have been made before we go on to prospective improvements?—What I meant was, that I do not think it would be worth while for any tenant who has already made a consi-

derable expenditure without a lease to come under any Act of Parliament, which would only ensure to him compensation for the improvements which he should make for the future, for the reason that the definite legal claim might be apt, after a certain number of years had elapsed, to overpower and stifle that which was indefinite and not legally tenable.

1537. I think you disapprove of the proposition made by Judge Longfield of appealing to the quarter sessions?—Yes, decidedly.

1538. Do you think it would be sufficient that the landlord should give his veto to any improvement which a tenant might desire to make in his farm?—Yes.

1539. In the absence of that veto, the improvement being advantageous, that he should be paid, at the termination of his tenancy, the then value of that improvement of the farm?—That he should be compensated upon the principles I have stated.

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1542. With regard to small farms, I think you said that the farms in your neighbourhood averaged from 15 to 25 acres?—I think I stated that 20 years ago they averaged about that. Now, I should say they would run from 30 to 40 acres; but it is difficult to describe the average, as a couple of farms of five acres, surrounded by a dozen farms of 50 acres, would reduce the technical average below the average that would best represent the truth.

1543. Is it not the fact that there is a good deal of land which is more beneficially occupied in small farms than it could be possibly in large farms?—I am not an advocate for very large farms.

1544. Particularly where the cultivation of flax exists, a man can do much better on a reasonably small farm than upon a large farm?—No, I think not, and for this reason; flax is a very dangerous crop; if it fails, it fails completely; consequently, if a small tenant grows flax and it fails, the proportion which that crop bears to his other crops is so large, and the hole made in his produce is so large, that he

sustains a shock from which it is very difficult for him to recover. In my opinion flax can only be profitably cultivated upon farms of a certain size, and by farmers with a proper amount of capital.

1545. Is it not the fact that, in the north, flax is very profitably cultivated by small farmers?—When I am talking of a small farmer, I am talking of a farmer with a farm of from 10 to 15 acres.

1546. Just so?—No, I do not think it is.

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1548. We have heard that some meetings were held in the country, and we understand that it was asked whether there were not some very unreasonable demands put forward, quite inconsistent with the rights of property. I wish to ask, with reference to that, whether an Honourable Member drew your attention not long ago to the words "uncertainty of tenure." Do you consider that uncertainty of tenure is an evil in the country?—Yes; in reply to a question that was addressed to me by the Right Honourable Baronet, I said security of tenure was an ambiguous phrase, and I certainly would condemn it, if by that phrase was meant fixity of tenure; but if by "security of tenure" was meant such a lease as will give proper security to a tenant, I think it is most desirable.

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1550. Are you aware that in those petitions the prayer has always been for compensation for improvements of a *bonâ fide* character?—No, I am unacquainted with the petitions, but I have already stated that since this question has been agitated, I have observed that compensation for improvement is a term used instead of either tenant-right or goodwill.

1551. If there are unreasonable demands on the part of any persons, do you not think the best way of meeting those unreasonable demands is by making the law perfectly just and fair?—Yes, certainly.

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1556. Do you know whether the emigration has been

affected by the present state of the law of landlord and tenant in Ireland?—I should not be disposed to attribute it to that, not, at all events, in the north of Ireland.

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1558. But you would not attribute it to the law of landlord and tenant?—No.

1559. To insecurity of tenure?—I should attribute it to the fact of there being a redundant population, reference being had to the mode of cultivation prevailing in Ireland.

1560. Are you aware that upon certain estates, there is a practice of giving notice to quit to all the tenants?—Yes, I am afraid so.

1561. Do you not think that is a most disastrous course to pursue?—I think it cannot be too much condemned.

1562. Lord *Dunkellin.*] You said just now, in answer to my Honourable friend, that making the law just and fair was the best way towards allaying agitation?—Yes.

1563. That means, just and fair towards both parties?—Yes.

1564. In making any law, such as you propose, should you take into consideration the harm that sometimes accrues to the landlord as well as that which may possibly accrue to the tenant?—Yes.

* * * *

1566. As regards improvement, do you find that the small tenants upon your estates show a great disposition to improve?—I think they show desire to improve whenever they have an opportunity of doing so; there are small tenants on my estate that I should call as improving tenants as any others. It is rather in capital and skill than either in industry or intelligence that they are deficient.

1567. As a rule would you say they are a fairly improving class of men?—Yes.

1568. Will you explain the meaning of the term, "Set-off by the landlord," which you have used?—There can be no doubt that, upon a very large proportion of the

farms in the north of Ireland, although in the main the improvements have been executed by the tenant, the landlords have from time to time contributed to a certain extent towards those improvements. Of course it would be but just that whenever questions of tenants' compensation came to be considered, it should be competent for the landlord to plead such contributions as he or his ancestors may from time to time have made as a set-off to the claim of the tenant; and this set-off should not only include such counter-claims as those, but also where a tenant, by bad husbandry, has placed the condition of the land in a worse position than it was when he originally entered upon its occupation, that also should be regarded as a set-off in favour of the landlord. I may take this opportunity of stating as a reason why we ought to be very careful before we hurry the tenantry into any legal controversy with their landlords, that I am very much afraid if the claims of the tenant, and the corresponding claims of the landlord, were to be examined with the severity and rigour which must be exercised by a court of justice, the claims of the landlord would very frequently not only counterbalance, but greatly exceed the claims of the tenant. I think that is one reason why the introduction of any hostile element into the relations of landlord and tenant would be prejudicial to the tenant. At present the landlords with whose practice I am acquainted, are very much disposed to deal liberally with their tenants, and not to insist very strongly on those pleas, which they might urge as a set-off against the tenant's claim, as of course they would be disposed to do if the matter was to come to a legal contest. Again, I have shown how it came about that under long leases the land was subdivided, and tenements erected upon such separate subdivisions. Before a legal tribunal, of course, a tenant could not claim for a building which he had erected on a subdivided lot under a lease, such an operation having clearly taken place without the landlord's connivance, and against his interest; but it is the practice of the landlords in the north of

Ireland not to allow that consideration to enter into their estimation of the tenant's claim, consequently, I think that, generally, the practice of the landlord is, in this and other particulars I need not specify, more favourable to the claims of his tenant than the necessarily rigorous arbitrament of a court of law would be. For these reasons, I think the Legislature will do well to encourage and enable landlords (whether limited owners or owners in fee) and tenants to enter into contracts with one another, and to facilitate the adjustments of disputes when no contracts exist, by placing some simple and cheap system of arbitration within the reach of the agricultural interest.

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1571. Are you still of opinion that it is desirable there should be leases given between landlords and tenants throughout Ireland?—I think short agricultural leases would be desirable in individual cases.

1572. Judge Longfield proposed to do it where tenant-right existed. I understand you to say you would not force leases by any court?—No.

1573. You object to the power proposed by Judge Longfield to be given to the Quarter Sessions, and you propose to substitute the intervention of an official and paid arbitrator?—Yes.

1574. You think that would be satisfactory to the people, although he were a paid official?—I think from the fact of his being a Government officer, he would probably enjoy the confidence of the tenantry.

1575. Do you not think that when landlord and tenant have gone so far in their walk together as to make an arrangement to the effect that there was some compensation due from the one to the other on the subject of improvements in the farm, there would not always be found in the neighbourhood some gentlemen of known respectability, and morality, and weight, who could settle that dispute by private arrangement?—No, I think not;

I think it would be very difficult to find anybody in whom the tenants would have confidence.*

1576. Should such a man as I am supposing be found, I dare say you will agree with me in saying, that any private arrangement of that sort would be infinitely preferable to any interference on the part of a paid official?—Yes, certainly.

* It is curious to observe that the choice of the individual became an occasion of dispute the moment a system of arbitration was attempted. See p. 168.

CORRESPONDENCE

BETWEEN THE

REPRESENTATIVES OF A TENANT

AND LORD DUFFERIN

ON A

DISPUTED CLAIM TO COMPENSATION FOR IMPROVEMENTS.

PREFACE.

If the reader has had the patience to look through the preceding pages, he will perhaps have arrived at some insight into the meaning of the phrase "Tenant Right" as used in the north of Ireland. In order, however, to afford him a practical exemplification of the nature of the Landlord and Tenant Controversy, I have thought it advisable to subjoin a Correspondence between the representatives of a Tenant and myself on a disputed claim to compensation for improvements; and I have been induced to do so the more readily, as the gentlemen with whom I have been obliged to contend are persons of high character and position, and perfectly capable, as the ability of their letters indicate, to do full justice to their case. By the study, therefore, of their arguments and opinions a correct notion may be obtained of the point of view from which the more moderate champions of the interests of the Tenant regard the respective rights of Tenant and Landlord.

D. & C.

CORRESPONDENCE

BETWEEN THE

REPRESENTATIVES OF A TENANT

AND LORD DUFFERIN

ON A DISPUTED CLAIM TO COMPENSATION FOR IMPROVEMENTS.

No. I.

Lord Dufferin to his Agent.

8, Grosvenor Square,
Dec. 9.

MY DEAR MR. THOMSON,

Messrs. Anderson and Dickson having expressed their willingness to refer their claim for compensation on account of the improvements on their late father-in-law's farm to arbitration, have the kindness to draw up a Memorandum in accordance with the instructions which I have already communicated to you, embodying the principles on which the valuation should be made, and submit it to Messrs. Anderson and Dickson for their approval.

I am, &c. &c.,

(Signed) DUFFERIN.

No. II.

Mr. Thomson to Lord Dufferin.

MY LORD,

I beg to enclose copy of the Memorandum I have drawn up in accordance with your Lordship's instructions.

I have, &c.

M. THOMSON.

No. III.

MEMORANDUM BY MR. THOMSON.

The late Mrs. Anna Harper, of Maymore, occupied a farm containing 36a. 1r. 8p. statute measure, held under lease dated 1839, for the life of the present Lord Dufferin, at the yearly rent of £54. 9*s.* 0*d.*

By the terms of the lease, the tenant was bound to erect a dwelling house on the farm, to make fences, &c., and was precluded from substituting another tenant except with the sanction of the landlord.

Mrs. Harper also occupied some adjoining lands as tenant-at-will, under Lord Dufferin, at a yearly rent of £54. 11*s.* 0*d.*

The Rev. David Anderson, of Killinchy, and Dr. Dickson, M.D. of Ballynahinch, sons-in-law of the late Mr. Harper, and executors under her will, having applied to Lord Dufferin for permission to dispose of her interest in the lease of the one farm, as well as for compensation for the improvements on the lands held at will, Lord Dufferin is willing to agree to refer the case to the judgment of an arbitrator, to be selected conjointly by the parties interested and himself.

As a preliminary to this arrangement, it will be necessary to determine the principles which should guide the arbitrator in arriving at a decision.

Were Lord Dufferin to insist, we will not say on his legal, but on his equitable rights, it is evident the calculation would be of a simple kind, inasmuch as Mrs. Harper's representatives could not lay claim to anything beyond her beneficial interest in a lease of which the probable duration would be put by an Actuary at 25 years; while, with respect to the lands at will (on which no buildings have been erected), their claim to compensation would be limited to such agricultural improvements as

may have been made upon them, over and above the ordinary exigencies of good husbandry.

Lord Dufferin, however, being anxious to act in a liberal spirit, proposes, for the purpose of determining the tenant's claim for compensation, to base the calculation on the supposition that all the houses and farm buildings were erected on the security of a building lease of 70 years, and all the agricultural improvements on the security of an agricultural lease of 21 years, and that, consequently, the arbitrator shall be instructed to convert the present value of the house and farm buildings into a 70 years annuity at 5 per cent., calculated from the date of their erection. The sum to be paid to the representatives of the late tenant by way of compensation for the buildings on the farm, will be the present value of this annuity for the unexpired portion of the 70 years.

N.B.—It is understood that no claim for compensation can be maintained on account of any buildings or improvements which, in the opinion of the Arbitrator are unsuitable to the farm.

In order to illustrate the above method of calculation, it may be observed that, if a house at present worth £500, has been erected by a tenant at any time within 21 years, and that the tenant claims compensation for that house under the above rule, the sum he will be entitled to receive will be exactly £500; if, however, he shall have been in occupation of the house for a longer period than 21 years, the sum awarded to him will be proportionately diminished, according to the diminishing value of the annuity.

See note as to calculation, p. 167.

With regard to the method by which the arbitrator shall ascertain the amount of the tenant's claim for agricultural improvements as distinguished from buildings, the following regulations would appear to be equitable.

Draining. For any main-drain, tail-drain or outlet, and also for all thorough draining efficiently executed within 14 years, and made with tiles, broken stones, or both, if $2\frac{1}{2}$ feet deep or more, the first ascertained reasonable cost to be allowed, deducting $\frac{1}{14}$ for every year which has expired since their completion.

Fencing. For any quickset boundary fence, made within 21 years, if kept in a proper and efficient state, free of gaps and

properly dressed, the full ascertained cost; and for all iron wire, or wooden hurdle fences, the marketable value.

Gates. For gates and gate-posts, stone, iron or wood, if in a proper state of repair—their marketable value.

Machinery. For all machinery useful and necessary for the purposes of the farm—the marketable halue.

Quarrying, &c. For the quarrying of detached rocks, or for the filling of "stanks," marshes or holes, if executed within 21 years, such recompense as the Arbitrator may think just and reasonable, always, however, bearing in mind that a landlord cannot be entitled to pay for any work that will not be ultimately remunerative.

Liming. For all liming judiciously applied within 5 years, deducting one-fifth the original cost, for every year which has elapsed since its application.

Manuring. For all manures applied to green crops or to surface dressing the previous year—the cost thereof.

Seeds. For all grasses and clovers sown the previous year, provided they were sown in the usual course of good husbandry, whatever sum or proportion of the first cost the arbitrator may think is justified by the appearance presented.

Deteriorations. As it has been considered fair and reasonable to allow the tenant compensation for the permanent and unexhausted improvements enhancing the letting value of the farm, it must also be considered fair and reasonable to compensate the landlord for all deteriorations reducing that letting value, and therefore it is agreed that from the award first made as aforesaid the arbitrator will make such deductions, as the circumstances of the case may justify, for all deterioration, over-exhaustion or neglect of proper cultivation.

Evidence. It shall be admissible for either party to produce to the arbitrator, confirmatory or rebutting evidence of all matters submitted to his consideration, and to facilitate his operations, it will be advisable for the tenant to deposit at the office of the landlord, at least three days before the inspection, a detailed schedule of the various buildings,

drainings, &c. &c., for which he claims compensation under this scheme.

Note.—The above scale of compensation for agricultural improvements is the same in principle as that assumed in the Devon Commission, &c. &c.

On behalf of Lord Dufferin I agree to place this document in the hands of the arbitrator appointed, and to abide by his award.

(Signed) MORTIMER THOMSON,

16th December, 1865.

We, the representatives of the late Mrs. Anna Harper, agree to refer our claims for compensation to arbitration as above, and to receive the amount of the award in full satisfaction of our said claims.

INWOOD'S TABLES

For purchasing of Leases, Estates, or Annuities for years certain, as applicable to this case.

The estimated value of the buildings supposed to be £500, and to have been erected at the several periods mentioned, and the annuity represented by said sum at 5 per cent. being £25.

At any time within 21 years the full ascertained value					£500	0	0
Within 25 yrs, then	70 - 25 = 45	being value for	17.774 × 25 =	444	7	0	
30	"	70 - 30 = 40	"	17.159 × 25 =	428	19	6
35	"	70 - 35 = 35	"	16.375 × 25 =	409	7	0
40	"	70 - 40 = 30	"	15.372 × 25 =	384	6	0
45	"	70 - 45 = 25	"	14.094 × 25 =	352	7	0
50	"	70 - 50 = 20	"	12.462 × 25 =	311	11	0
55	"	70 - 55 = 15	"	10.380 × 25 =	259	10	0
60	"	70 - 60 = 10	"	7.722 × 25 =	193	0	0
65	"	70 - 65 = 5	"	4.329 × 25 =	108	4	6
66	"	70 - 66 = 4	"	3.546 × 25 =	88	13	0
67	"	70 - 67 = 3	"	2.723 × 25 =	68	15	0
68	"	70 - 68 = 2	"	1.859 × 25 =	46	9	6
69	"	70 - 69 = 1	"	0.952 × 25 =	23	16	0

And so on for any intermediate term.

No. IV.

Messrs. Anderson and Dickson to Lord Dufferin.

Killinchy, 21st December, 1865.

My Lord,

We respectfully submit that we do not consider "the terms of arbitration," which we have received from Mr. Thomson, altogether equitable. We are willing to be bound by them as far as the buildings on both the leased and unleased land are concerned. But with regard to the unexhausted improvements on the farm, we take the liberty of saying that suitable fences in good keeping made more than 21 years ago, are not only as good, but better now than when constructed; that places converted into arable land, where once there were only rocks and marshes, are as valuable now as the year after the rocks were removed or the marshes filled up. The same views we hold in some measure respecting drainage,--if properly done, its efficacy is not exhausted in twice fourteen years.

We respectfully submit to your Lordship that it is fair and equitable to leave to the arbitrator to determine what is the present value of these improvements, be it much or little, and we are satisfied that after all there will be a very large proportion of tenants improvements deserving compensation, which must be overlooked from our ignorance of what has been done on the farm.

With these very reasonable modifications we are willing to sign the document and submit the whole to an impartial and competent valuator.

A gentleman in Belfast of acknowledged experience in such matters was suggested by Mr. Thomson, and highly recommended by your surveyor, Mr. Hanna. His name is Martin,—an entire stranger to us—but we found on inquiry that he has had very large experience in the valuation both of houses and lands; and that he is a gentleman of undoubted integrity and judgment, in whom all concerned may have perfect confidence. Of Mr. Brassington and Mr. Brooks, whom your Lordship suggests, we know

nothing, and have no opportunity of learning anything. Awaiting your Lordship's reply,

We remain, &c.,

(Signed) DAVID ANDERSON.
" JAMES DICKSON.

No. V.

Mr. Thomson to Messrs. Anderson aad Dickson.

Dufferin and Clandeboye Estate Office,
17th January, 1866.

GENTLEMEN,

I am instructed by Lord Dufferin to acknowledge the receipt of your letter to his Lordship of the 21st ultimo, and to express his regret that his absence from London should have delayed the transmission of a more immediate reply.

Lord Dufferin is glad to find that the principles he has propounded for the guidance of the arbitrators in estimating your claim for compensation for the buildings on Mr. Harper's farm, have met with your approval.

It appears, however, that you take exception to the mode in which he proposes the ordinary agricultural improvements on the farm should be dealt with, and you observe that, "inasmuch as it is probable that fences, rocky spots converted into arable land, and drains, would be as useful and valuable at the end of twice fourteen years as the year after they were executed," the outgoing tenant is entitled to receive compensation for these improvements to the amount of their actual value at the expiration of his tenancy.

For the purposes of argument, Lord Dufferin is quite willing to admit that the value of many agricultural improvements is enhanced by the lapse of time, but he denies in toto that this circumstance at all affects the tenant's claim for compensation. The real point to be examined is, whether the tenant's occupancy of his farm,

and the term of years over which his claim for compensation is extended, be of sufficient duration to put back into his pocket the original capital he has expended, together with a fair amount of interest upon that capital. In every country where agriculture is properly conducted, if a tenant is about to occupy a farm, he first protects himself by a lease, say of 14, 21, or more years duration, as the case may be, and he then proceeds to calculate what method of cultivation will be the most profitable investment for his money during the specified term of his occupancy. If the land is wet, his first step will be to drain, and so remunerative is this operation,—that according to the evidence given before the Devon Commission, as well as before Mr. Pusey's Parliamentary Committee on Tenant Right, the money so expended is often returned into the pocket of the cultivator within the third, fourth, fifth, seventh, or twelfth year after, according to the nature of the soil.* This being the case, it is, of course,

* Extracts from Evidence given before the Devon Commission on Drainage and its effects:—

Mr. David Craig (86.)

Q. 9. Subsoiling, with furrow drainage effected on mountain land, by Lord Gosford, commenced to remunerate in second year.

Mr. A. Kinmouth (69.)

Q. 58. The additional produce from land drained was worth about 15*s.* or 20*s.* an acre.

Mr. James Frost (69.)

Q. 28. The cost of drainage would be repaid in seven years.

James Molony, Esq. (579.)

Q. 16, 17. The expense of thorough-draining and subsoiling would be repaid by three successive crops.—The value of the land would be increased 10*s.* an acre by draining and subsoiling.

Mr. Richard Neill (751.)

Q. 34—37. Value of land doubled by draining.—Expense of draining will be repaid in three years.

Andrew Durham, Esq. (95.)

Q. 16, 17. Outlay of draining repaid by three crops.—(Witness was paid by two.)

Mr. Jno. Dysart (107.)

Q. 41, 42. Tenants remunerated for draining in one year by the additional crop.

obvious that the increased value of the crops during the remainder of the lease is so much clear profit to the farmer, and at the expiration of his tenancy, if his proceedings have been conducted with judgment, he has not only received back again every sixpence he has expended, but he has also obtained as fair a return from the application of his capital, industry, and intelligence to the cultivation of the soil, as he would have done by the pursuit of any other calling.

On the other hand, the landlord is repaid for the temporary alienation of his property, by finding it restored to him in an improved condition, and capable probably of paying a higher rent in future.*

The principle, however, for which you contend is quite the reverse of this; and you seem inclined to assert that, no matter how long a tenant has been in the beneficial occupation of his farm, no matter how considerable the profit he has derived from the use of the land, the proprietor is bound to hand over to him at the expiration of his tenancy, a sum which shall represent not merely the original cost of the improvement in which he speculated, but, as you rather vaguely put it, "the actual value of those improvements."

In other words, you assert that a tenant who has been

Mr. MICHAEL BOYAN, Agent, &c. (1081.)

Q. 18, 19. Cost of draining at from £7. to £8. an acre, is capable of being repaid by the produce in four dry years.

Rev. MICHAEL LANE (765.)

Q. 65. The cost of draining is capable of being repaid by two crops.

T. S. LINDSAY, Esq. (486.)

Q. 14. The outlay in thorough-draining five or six acres of wet ground is sometimes repaid by the first crop.

JAMES ANDERSON, Esq. (208.)

Q. 18, 19. Produce increased by draining, 20 per cent. on good land, and 40 per cent. on bad land, by an outlay of £4. per acre.

Mr. ROBERT M'CREA (187.)

Q. 14. Draining is capable of repaying the outlay in six or eight years.

* See Report of Mr. Pusey's Committee: also note passim.

allowed the opportunity of making a profitable speculation on the land of another man, is entitled to receive a double return, both of his capital and interest, *i. e.* once from the land, and again from the landlord.

It is possible I may have misunderstood the expressions contained in your letter to Lord Dufferin, and, as it is most undesirable that any such misunderstanding should continue to exist, I am instructed to request you to state, for Lord Dufferin's information, whether you are seriously prepared to contend that no lapse of time can diminish a tenant's claim for compensation for his agricultural improvements, and whether, at the expiration of a tenancy, say of 40, 50, 60 or 100 years duration, you consider he is still entitled to compensation for improvements, which he would not, and ought not to have executed, unless they were remunerative.

If this should really be your opinion, I must further call upon you to explain what, under such circumstances, would be the use or meaning of a lease, by which a landlord surrenders all control over his land to another party for a specified number of years, on the clear understanding that he shall be an improving tenant, and on the express condition that he shall surrender possession at the expiration of the term.

If, however—for I trust you are not prepared to advocate fixity of tenure—you will admit that there must be *some* limit to the period over which a tenant's claim for compensation can extend;—I would ask on what principle you yourself would fix that limit?—not, I apprehend, by drawing a mere arbitrary line, but by the only natural method which suggests itself, and the one which is universally adopted, viz., by the calculation of the term within which the improvement repays itself, capital and interest.

And here I would beg you to remark that the only kind of improvement of which there can be a question between us, is an improvement which does repay itself within a reasonable time; for if a tenant chooses, on his own

responsibility, to spend his money on an investment, which makes no return, or which repays itself so slowly as to reduce the rate of interest to be derived from it to less than the usual amount of interest which can be generally obtained on good security, his claim to compensation for such an improvement is proportionably diminished, for, of course, it is out of the question to mulct the landlord in every sum an injudicious, rash, or inexperienced tenant may have thrown away on a profitless operation.

Again, observe how unequally your principle would affect the tenants themselves. You say that the tenant is to receive compensation in accordance with the value of the improvements, by which I conclude you mean in accordance with the increased productive power of the land. Apply this principle to two farms, one containing wet heavy land, the other consisting of a light drier soil. Both the occupants drain their respective farms, we will suppose at the same cost of £6 an acre; but though the amount of capital sunk by each tenant has been identical, it is obvious that the benefit derived by the wet land may be greater than that obtained on the drier soil. In one case the return will be perhaps 12 per cent. only: in the other it may be 15 or 20. Yet, at the expiration of their respective tenancies, although the capital expended by each has been the same, you would award the greater amount of compensation to the man who has received the largest amount of profit.

The above case also illustrates another proposition, the truth of which is too often lost sight of, viz., that although the capital of the tenant may be the means of calling into activity the inert properties of the soil, it does not, (except in certain exceptional cases,) "*create*" them as is sometimes loosely stated.* Thus, in the instances I have cited, it is

* Judge Longfield is very explicit on this point. See his Evidence:—

Q. 854. I understand the way in which you estimate improvements is to consider the value they confer upon the land?

A. No. What the improvements cost and their present value.

the inherent difference in the quality of the lands referred to, and not any difference in the amount of capital expended by the tenants, which has made the one farm more productive than the other, but the land and its capabilities, whether latent or otherwise, is the property of the landlord. Consequently it would be as unreasonable for the one tenant to prefer a higher claim than the other, on account of the superiority of the qualities in the land, which he had incidentally developed (always supposing the stipulated term of his occupancy had concluded), as it would be if a mining company, at the expiration of their lease, preferred a claim for compensation against the proprietor, varying in proportion to the value of the metal, whether silver, lead or gold, which they had been working. To prefer a claim at all would be absurd, but to enhance that claim on the plea that gold was more precious than lead, would be still more so.

From the above considerations and from others which I have not time to enter upon, it is evident that the principles originally submitted to your consideration are the only ones to guide us to a settlement which shall be equally fair to landlord and to tenant. They are those adopted in every part of Great Britain, both by landlords and tenants. They are the only ones recognized by the

Q. 855. Not the value conferred upon the land?

A. Certainly not, * * * * because every penny beyond the *natural interest* for the money really proceeds from the land itself, and not from the improvement.

See also Mr. Curling's Evidence to the same effect:—

A. 3962. Fourthly, I fully agree with Lord Dufferin, that if, in the increased letting value of his holding, the tenant is given a duration of beneficial occupancy, sufficient to compensate him for his original outlay, with compound interest at 5 per cent., or proportionate pecuniary payment if evicted in the meantime; it is the utmost that he can fairly claim, and that any additional rental value incidental to such improvements may justly be considered as the contribution of the landlord in the latent capabilities of the land in the partnership which has existed between them.

political economists of any European nation;* they are those desiderated by Mr. Pusey's Parliamentary Committee on Tenant Right,† they have been especially recommended by the Devon Commission for adoption in Ireland, they have prevailed from time immemorial on these estates, and I am instructed by Lord Dufferin to inform you that they are the only ones he is prepared to sanction.

But, though unable to depart from the *principle* of the settlement he originally proposed, Lord Dufferin is willing to admit that a difference of opinion may exist as to the terms of its application in each separate instance, and he is disposed to meet your views at all events in two of the only three points, which remain in dispute between yourselves and him.

You state that certain rocky portions of the farm under consideration have, by the industry of the tenant, been converted into good arable land. It is possible that an operation of this kind may require a longer period than 21 years, to make an adequate return to the tenant,—but it is obvious that, if a tenant, on his own responsibility chooses to risk a sum of money in a speculation of the sort, and his investment makes so slow a return as only to be remunerative on the supposition that his tenancy is to endure for some extravagantly long period, it would be

* The Roman law, which is the foundation of the agricultural law of Europe, declared "that when the tenants had derived profits from the improvements (*meliorationes*) sufficient to cover the principal sum, and interest of the money laid out upon them, no compensation was to be held due.—See a Parliamentary Paper on the Roman Agricultural Law, 6th July, 1853.

† See the Report of Mr. Pusey's Committee, paragraphs 10, 11:—

Par. 10. That its amount (*i.e.* the amount of compensation) is found by valuers, who ascertain the cost of the several improvements, spread that cost over a certain number of years, within which each kind of improvement respectively is supposed to repay itself, and then deduct from that number, the time during which the tenant has enjoyed the benefit of the improvement.

Par. 11. That this system is highly beneficial, &c. &c.

most unfair on that account to compel the landlord to extend to a mere agricultural improvement the benefit of a lease of such excessive duration as to acquire the character of a building lease.

If, on the other hand, the improvement has been so judicious as to ensure a higher rate of profit, it necessarily follows that the tenant will be recouped in a shorter term of years, and his claim for compensation will be more rapidly exhausted. As, however, the period which it may require to render the investment remunerative to the tenant may be considered a legitimate subject of dispute, Lord Dufferin is willing to leave its determination to an arbitrator; always provided that 41 years be taken as the extreme limit of the period of which any claim can be admitted to extend on account of an agricultural improvement. I would observe, however, that, in my opinion, an agricultural operation which does not repay itself, both principal and interest, within the period of an ordinary agricultural lease, ought never to be made.

Again, Lord Dufferin is ready to admit that the fences round a farm are not in themselves reproductive, and that, therefore, many of the observations I have submitted to your notice are not applicable to expenditure on that particular head. On the other hand, most of the fences on the Clandeboye Estate are of very ancient date, and were constructed from time to time by the tenants in accordance with a stipulation expressly recorded in their leases, as you will observe, if you examine the very lease under which you now claim, and this expenditure on the part of the tenant was undoubtedly taken into account both by himself and by the landlord, when the amount of the rent, and the duration of the tenancy (generally of 41 years) was agreed upon between them.

Moreover, Lord Dufferin has found it advisable to compensate tenants rather for pulling fences down than for putting them up, and it is very obvious that he cannot be called upon to pay for both operations.

He will, however, as I have stated in my previous

memorandum, allow compensation to be awarded to you on account of all the outer fences erected on your farm, within the last 21 years.

With regard to the *principle* on which it is proposed to fix your claim for compensation on account of draining, Lord Dufferin can make no concession, but he is quite willing to leave it to the arbitrator to decide whether a longer period than 14 years may be necessary to remunerate you for Mr. Harper's expenditure on that head, always provided that 21 years be considered the extreme limit to which any claim on account of ordinary draining can extend.

You will observe that in proposing the above arrangements Lord Dufferin's endeavour has been to remedy the error committed by the late tenant in not taking the precaution of securing himself and his improvements by a proper lease, at the commencement of his operations, and his desire is to place you in exactly the same position you would have occupied, had Mr. Harper done so. With this view he has proposed first of all to place the buildings on the farm under the protection of a building lease, and the lands at will under the protection of an agricultural lease of 21 years.* He then offers to have your claim for compensation decided by arbitration, and he has proposed, for your acceptance, the methods for calculating the amount of that compensation, which have been recommended by the two weightiest and most impartial authorities which could be cited, viz., Mr. Pusey's Tenant Right Committee, and the Devon Commission, and finally, on two of the only three points to which you have taken exception, he has made a considerable concession.

* Mr. O'Connell, in a speech at a meeting of the Repeal Association, on the 28th Sept. 1843, recommended the adoption of almost the same principle as proposed by Lord Dufferin. He said, "his plan was that the tenant should be allowed for the full value of his labour and improvements, *except he gets a renewed lease.* His plan was, that no man should be a tenant paying rent for a less tenure than 21 years."

With regard to the choice of an arbitrator, I have to state that, inasmuch as the sum involved in the present settlement is a very large one, amounting in your own estimation to £1000, and that the calculations involved are somewhat delicate, Lord Dufferin can only consent to leave the matter to the arbitration of a Surveyor of large experience and recognized professional reputation. If, however, you are not satisfied with Mr. Brassington, whose character for ability, skill, and impartiality, is acknowledged all over Ireland, I am instructed to propose that we should request the Board of Public Works or the Encumbered Estates Court to name a professional gentleman as arbitrator.

In conclusion I am requested to call your attention to a paragraph in your letter, to which Lord Dufferin considers he must take exception. You say, "that from your ignorance of what has been done on the farm a very *large* proportion of tenant's improvements deserving compensation must be overlooked." Now in a discussion of this kind I would most earnestly deprecate any such inconsiderate exaggeration as the above. To what improvements do you here refer? Lord Dufferin has undertaken to give compensation for the tenant's house and farm-buildings, for his gates and pillars, for his wire fences and boundary hedges, for his manures and seeds, for his drains and quarrying. How then can you say, your claim on these accounts being satisfied, that a *large* proportion of tenant's improvements must still be overlooked? If during the course of Mr. Harper's occupancy, which has already lasted for 25 years, he has made other evanescent improvements, it is reasonable to suppose that they have already repaid themselves, and if all traces of these improvements have disappeared, it is unreasonable to demand compensation for what no longer exists.

I am to request you to canvas the views contained in this letter frankly and freely. Lord Dufferin is most anxious that the case should be argued out in all its bearings, and he considers it a fortunate circumstance that the interests of the outgoing tenant in this discussion should be advocated

by two gentlemen of education and position like Dr. Dickson and yourself.

I have, &c.,

(Signed) MORTIMER THOMSON.

The Rev. David Anderson.
James Dickson, M.D.

P.S.—I beg to subjoin the extracts I have referred to from the reports of the Devon Commission and of Mr. Pusey's Parliamentary Committee on Tenant Right.

No. VI.

Lord Dufferin to Mr. Thomson.

3, Grosvenor Square,
Jan. 19th, 1866.

MY DEAR MR. THOMPSON,

The draft of your letter to Messrs. Anderson and Dickson is a perfectly accurate expression of my opinions.

You have therein undertaken on my behalf to hand over to those gentlemen, as representatives of the late Mr. Harper, and by way of compensation for his agricultural improvements, such a sum of money as shall, in conjunction with the return already derived from those improvements, be equivalent to the amount of the original capital expended in effecting them, plus the legitimate interest upon that capital; or, in other words, having first agreed to buy up the tenant's right of occupancy, you have proposed to credit him with a right of occupancy over such a term of years as may be necessary to enable him to recoup himself, capital and interest, for his expenditure—or, again, to use a still more technical form of expression, you have proposed to convert his equitable interest in his improvements into an annuity, and to purchase that annuity by the payment of a lump sum.

The only restriction you have suggested in this arrangement is, that no claim for compensation on account of draining should extend beyond 21 years, nor on account of any other ordinary agricultural improvement beyond 41 years.

Your justification for these restrictions is, first, that money judiciously expended in draining, is known to repay itself, capital and interest, within a much shorter period than 21 years; and, secondly, that any agricultural operation, (by which, of course, is not intended the reclamation of waste lands,) which does not repay itself within 41 years, cannot be called an improvement, in the sense in which we are now using that term.

I would consider 61 years a proper term for the reclamation of waste lands.

Your position in regard to the last point is strengthened by the fact that the lease, under which Messrs. Anderson and Dickson hold the principal part of their farm, has already been in existence for 26 years, and has only about 25 more years to run. Consequently the 41 years, within which you propose to confine their claim, prolongs it 16 years beyond the term of their lease.

But, although the adoption of the foregoing principles could not fail to guide an arbitrator to an equitable decision, it would save time if you could arrive at a preliminary understanding with Messrs. Anderson and Dickson with respect to two minor points which have not yet been alluded to.

By the proposed arrangement the length of the tenant's annuity will be determined by the greater or less rapidity with which the investment remunerates itself; but, before we can ascertain the degree of rapidity at which an investment is repaying itself, we must first state what rate of per centage is to be declared remunerative—for it is obvious that, if we say the tenant is entitled to receive back his capital, with interest at 5 per cent. per annum, and his investment only returns 3 per cent., 4 per cent.,

or even 5 per cent.; though, in time, the principal would be restored, no length of occupancy whatever would enable him to recover interest upon it, at the prescribed rate.

Again, if we say that a tenant cannot be considered to be fairly rewarded unless he gets back his capital, with interest at 7½ per cent., it is clear that the same rate, which would be pronounced unremunerative on this latter supposition, would be the very reverse in the preceding instance.

If, however, we suppose that the annual yield from the investment is at a higher rate than 7½ per cent., say at 10 per cent., it becomes obvious that the duration of the tenant's annuity will be longer or shorter, as we adopt the higher or lower rate for his legitimate per centage.

Before, therefore, you can calculate the duration of the annuity I am about to buy, you must agree with Messrs. Anderson and Dickson on the rate of per centage which is to be considered fairly remunerative.

This is a point upon which there may be a slight difference of opinion, and I do not wish to pronounce authoritatively upon it. Mr. Curling, in his evidence before Mr. Maguire's Tenant-Right Committee, stated that, in his opinion, if a tenant received back again his entire capital, with 5 per cent. upon it, he had obtained all that he had a right to demand. Others, again, would perhaps say 6, or even 7 per cent. For my own part, I am willing to leave the settlement of this point to the arbitrator, provided it be understood that the per centage named is between 5 and 7½.

Supposing then this point to be settled, there is one other closely connected with it, to which you must draw Messrs. Anderson and Dickson's attention.

You have already stated very properly in your letter to them, that a question of compensation can only apply to improvements which are remunerative. This, of course, is a self-evident proposition. A tenant may sink hundreds in a speculation so unprofitable as to make no return at all, in which case he could make no claim; but it may so

happen that, although a tenant's investment is unremunerative, in the sense in which any investment which does not make a return up to the per centage we propose to specify as our standard, may be called unremunerative; yet if it makes any return at all, the tenant should be entitled to the benefit of that return over the whole of the 41 years, or the 21 years, to which we have extended his right of occupancy. Thus, if it should appear that he has sunk £100, which only returns him 4 per cent., or 3 per cent., or even one-half per cent., he should still have the right of selling the annuity thence derived.

But, although this much must in justice be conceded to the outgoing tenant, it is of course clear that the landlord cannot be required to purchase that annuity except at a fairly remunerative rate; for, if on his own responsibility, a tenant has chosen to spend £100 in an operation, which only makes a return to him at the rate of 1 or 2, or 3 per cent., he has no right to lock up another man's money in so unprofitable an investment.

This opinion will appear all the more incontrovertible if we remember that, in reality, this question of compensation for improvements is rather a question as between the outgoing tenant and the incoming tenant than as between the outgoing tenant and his landlord. In the ninth paragraph of the report of Mr. Pusey's Parliamentary Committee on tenant-right, it is stated that, though the landlord compensates the outgoing tenant, it is found in practice that it is the incoming tenant who eventually pays the money.*

This, axiom, which the Committee merely advance as an economic law, is the absolute usage in our neighbourhood, and the function performed by the landlord or his agent is really that of an arbitrator, who intervenes for the purpose of ascertaining that the outgoing tenant does not receive too little, nor the incoming tenant give too much.

* Paragraph 9.—Report by Mr. Pusey's Committee :—"In practice, the compensation agreed to be paid by the landlord to the outgoing tenant is paid by the incoming one."

It will be especially necessary to keep this fact in mind when you come to determine the rate at which the outgoing tenant's annuity is to be bought, or, in other words, the rate of interest at which one tenant is entitled to compel another to invest his money.

Now, postponing for the present the question as to what that rate of interest should be, there is one rule which I think we may lay down absolutely in regard to it, viz., that whatever rate of interest on his investment may be considered necessary to remunerate the outgoing tenant, it is at the same rate of interest, and not at a dearer rate that the incoming tenant should be expected to purchase that investment.

Thus, if the outgoing tenant says to his landlord, "I consider that 5 per cent., or 6 per cent., or 7 per cent. is the minimum rate of interest with which I should be satisfied," he must, on the other hand, admit that what is true in regard to himself must be considered equally true in regard to his successor, and that, if he would not have invested his own £100 on the farm, unless on the understanding that he was to get it back again, with interest at the rate of 5, 6, or 7 per cent., neither ought the man, who is now about to stand in his shoes, to be compelled to invest his money on less profitable terms.

Should the principles of calculation I have thus suggested in regard to the rate of interest we are to fix, as fairly remunerative to the tenant, as well as in regard to the rate at which the tenant's annuity is to be purchased, meet with the approval of Messrs. Anderson and Dickson, it would be better to consign them to your previous memorandum, as an additional instruction to the arbitrator.

Believe me, &c.,

(Signed) DUFFERIN.

P.S.—You may communicate this letter to Messrs. Anderson and Dickson.

No. VII.

Messrs. Anderson and Dickson to Lord Dufferin.

Killinchy, January 19th, 1866.

My Lord,

We regret to learn from Mr. Thomson's letter that you have not conceded the modifications in "the terms of arbitration" which we took the liberty of suggesting. We are still of opinion that they are just, and that we might fairly expect your Lordship to accede to them. Since you have requested us to state "freely and frankly" our reasons for so thinking, we proceed to do so with the greatest deference.

We understand by "unexhausted improvements" those which the lapse of time has not exhausted from the soil, or reduced the value thereof to nothing: so long as they add anything to the letting value of the land or the productive qualities of the soil, in our view they are not exhausted, and merit compensation to the amount of the benefit they are still contributing.

Your Lordship seems to understand by "unexhausted improvements" those for which the tenant has not been remunerated by the number of years he has profited by them. Besides, your Lordship views the tenant as entering without purchase on a farm, and taking a 21 years lease, with the knowledge, that at the termination of it, no compensation for improvements will be given, and therefore he takes care to make none but such as will repay him during the period of his tenure.

We, on the other hand, view the tenant as purchasing or inheriting the improvements from his predecessors in the farm, and proceeding to make additional improvements on the faith of the Ulster tenant-right custom which has existed for generations in the north of Ireland. It is obvious that these two tenants, entering on the occupancy of their respective farms, are in widely different circumstances, and that the same principle is not applicable to

both. No tenant farmer in Ulster in his present position will apply for, or consent to take "an agricultural lease of 21 years;" and to make such a lease the basis of estimating the value of improvements, made on the faith that they were amply guarded by the tenant-right custom of the north of Ireland, is in our view not dealing with the case altogether fairly: the report of Mr. Pusey's Committee only applied to the relation of landlord and tenant as it is found in England, which is altogether different from what has so long existed in this country. And the suggestions of the Devon Commission have not, so far as we know, obtained the sanction of any body of Irish agriculturalists.

Your Lordship inquires are we prepared to contend that no lapse of time can diminish a tenant's claim for compensation, or to advocate "fixity of tenure." My Lord, we are not: we can easily conceive, draining so badly done or so long executed, as to be exhausted—fences so much neglected as to be worth nothing—houses so dilapidated as to be fit only for being thrown down. But our principle is that the valuator should determine whether any and what value the improvements still possess, and award accordingly. We agree with your Lordship, that if a tenant spends his money on what are not improvements, on "profitless occupations," he has no claim for such, and the arbitrator should at once reject them. Your Lordship at once admits that your principle is not applicable to fences, which are not remunerative, whether round the farm, or subdividing it into proper sized fields, they are necessary improvements, and we hold compensation should be given for them according to their present condition and usefulness. It is true that in many leases on the Dufferin Estates, the tenants were bound to make boundary fences; but in agreeing to such a stipulation they believed that if ever they had to give up their holding, the incoming tenant would according to the recognized custom pay them for such expenditure.

Your Lordship supposes two farms, the one containing wet heavy land, the other consisting of light dry soil, both

drained at the expense of £6 per acre. To drain dry land would in our view, be a "profitless occupation," or if it needed in any degree such an improvement it could be done at much less cost, as fewer drains would suffice, than in the wet heavy land,—so that our principle would not affect the cases unequally. We quite concur with your Lordship that there is an inherent difference in the qualities of land, still we consider a competent valuator should be able to decide how much additional value has in any case been communicated to the soil, and at what cost. In the case of the lead and gold mines, if the tenant of either of them opened the shaft, and put up all the working apparatus on the distinct understanding or bargain that at the close of the occupancy he should receive compensation for the existing value of that expenditure, the sum he would be entitled to would not be affected by the quality of the mineral, but by the increased value he had given to the mine.

With regard to the paragraph in our letter to which your Lordship takes exception, we regret that it should appear in any respect unwarranted or exaggerated. We certainly are not familiar with Mr. Harper's farm. He left no documents defining what improvements have been effected. It was not usual to keep any record of such, as the tenant-right custom was deemed sufficient to protect them all. We therefore respectfully submitted, what we believed was a simple fact, that from our acknowledged ignorance of much that has been done on the farm we are not able to point out all the improvements. We have heard of some, and could specify what we have heard; but we only alluded to the point as one reason why the whole case should be dealt with in a liberal spirit.

Your Lordship's clear mind will readily perceive that the parties to such an arbitration as this are not on equal ground. The tenant, having no reason to apprehend that such a course would be adopted, kept no record of his expenditure on improvements, believing that the outlay was secured to him by the custom of tenant-right.

We take the liberty of thus "freely and frankly" stating our views, as your Lordship was pleased to invite us to discuss the case in all its bearings; and, having submitted them very respectfully to your Lordship, it only remains for us to say that we submit to whatever decision you may arrive at on reconsidering the whole question, as we have no power, and no particular interest in the matter.

If your Lordship will not accept as arbitrator the highly respectable professional gentleman whom we have named, and who was suggested to us by your agent, we leave it to your Lordship to appoint anyone you please, that the valuation may be proceeded with with as little delay as possible, as it is time the future occupant of the premises were put into possession.

We have the honour to be, &c.,

(Signed) DAVID ANDERSON,
JAMES DICKSON.

To the Right Hon. Lord Dufferin, &c.

P.S.—May we beg a reply within a few days, as the time for cultivating the farm is rapidly advancing.

D. A. J. D.

No. VIII.

Lord Dufferin to Messrs. Anderson and Dickson.

8, Grosvenor Square,
January, 1866.

GENTLEMEN,

I beg to acknowledge the receipt of your letter of the 19th instant, and I regret to gather from it, that although I have undertaken to compensate you for the improvements on the farm of which you are anxious to surrender possession—first, by paying you a sum tantamount to the actual value of the dwelling house and of all the farm buildings; secondly, by taking off your hands at their proper price, all the gates, gate posts, wire fences, manures,

and other fixtures now upon the farm; and thirdly, by handing over to you an additional lump sum, which shall represent every sixpence expended by the late tenant in agricultural improvements which shall not have repaid itself, capital and interest, at the rate of 7½ per cent., provided only the claim thus admitted does not extend beyond 21 years in the case of draining, and 41 years in the case of less rapidly remunerative operations:—you still consider my proposals "*not quite fair*," and "*unjust*."

On the other hand you advance the following pretension:—

You say that from time immemorial an understanding has existed in Ulster, and consequently on my estate, in accordance with which the tenants have been entitled to receive from their landlord at the expiration of their tenancy, whether under a lease or at will, such a sum of money as should represent the actual value of the improvements which may have accumulated through successive generations on the farm, *no matter how low the rent, how long the tenure, or how beneficial the occupancy may have been, and notwithstanding the existence of specific contracts to the contrary*. Thus you say, if 61 years ago my predecessor let a tract of unreclaimed land for a term of 61 years to a tenant at half-a-crown an acre, on the express condition that the tenant should bring it into cultivation,—and if, as the incidental consequence of operations conducted solely with a view to his own interest, and which have amply repaid him capital and interest for his expenditure,—the latent fertility of the land has been developed to such a degree as to raise its letting value to twenty shillings an acre, then the landlord, notwithstanding that the tenant had been for years past only paying half-a-crown an acre for land avowedly worth eight times as much, would be bound to hand over to him such a sum of money as should represent the difference between the annual value of half-a-crown and twenty shillings an acre. Nay, you even go beyond this, and assert that though the tenant were continued in possession for another term of

61 years, or even to all eternity, the landlord would never become entitled to profit by the increased fertility of his land, or, which is the necessary corollary to your original proposition, to raise the rent one penny above the original half-a-crown an acre.

Such, stated in its naked simplicity, is the gist of your argument, and to such an argument I can only reply by a distinct denial of the facts on which it is based.

Such an understanding as you describe does not, and has never existed.

In the first place there must be two parties to an understanding, and even though the universal consent of the Ulster tenantry bore evidence to the fact, your case would be only half proved, until the Ulster landlords also admitted its accuracy:—but I am in a position to state that not even among the tenants themselves, at all events on my estate, does there exist any such misconception. I have made it my business to become acquainted with the ideas of the most intelligent of them on all these points, and I hardly remember an instance, where I have not found them ready frankly to acknowledge that length of occupancy justly affected a claim to compensation for improvements.

But facts are better proofs than opinions, and I would ask you is it not a fact that whenever long life leases at low rents have fallen in on the Clandeboye Estate, it has always been the practice, even though the old occupant continued in the farm, to raise the rent embodied in the extinct leases to the current rate of the day, and this with the cheerful consent of the tenant. Yet such an enhancement of rent would be, as I have already illustrated, a distinct infringement of your alleged understanding.

Again, if you appeal to this indefinite understanding, and if it is to be admitted against such positive evidence to the contrary as is contained in such leases as that under which you hold, by which the tenant binds himself to build, or drain, or fence during his occupancy, and to render up peaceable possession at its close, what provisions are to be made for the future?

It happens that I have just let certain lands in my immediate neighbourhood for a term of 90 years, on the express condition that the tenant is to expend several thousand pounds in building houses. Is my representative hereafter to be met—when at the expiration of the lease he is about to claim possession of his property—by the assertion that an understanding of which he never heard, and which he utterly repudiates, is to over-ride the provisions of a written contract, signed and sealed by the representatives of both the parties interested?

Or lastly, if this understanding you speak of is to supersede the action of written agreements, how is it to affect the position of those tenants who, under the protection of extant leases, enjoy their farms at rents considerably lower than what is paid by their neighbours? or is it your opinion that contracts are only to have effect so long as they are advantageous to the tenant, but are to be regarded as meaningless bits of sheepskin directly the landlord has an interest in appealing to their provisions?

But I hardly consider it necessary to prolong the argument in this direction, and I turn seriatim to the other considerations in your letter.

You say that though I have proposed to invest you with a 21 years right of occupancy, this indulgence can be of no benefit, because although an ordinary tenant with a 21 years lease, being forewarned would take care to recoup himself within the term,—the circumstances of the present case preclude such a result. But surely you forget that you have been already in possession 25 years, and that supposing the last investment of your capital took place only yesterday, it will be from yesterday that your term of 21 years, or 41 years, will be reckoned.

Again you say no tenant farmer in Ulster will consent to take an *agricultural* lease of 21 years.

In this, I can safely say, you are mistaken.

I sincerely trust that no Ulster farmer would consent to *build* on a 21 years lease, though many would eagerly agree to do so on a lease of lives; but to suppose that if a

farm were properly furnished by the landlord with farm buildings, gates, &c., as is the hypothesis in your case,* a tenant in any country, not to say Ulster where all are so eager to occupy land, would refuse a 21 years lease, is impossible and contrary to facts within my knowledge.

Then with regard to your exception to Mr. Thomson's illustration of the degree in which the same expenditure may respectively develop the latent fertility of different soils, an exception which is founded no doubt on an accidental misquotation of his words;—the case referred to is one of such constant occurrence, and obvious probability, that I will do no more than call your attention to the fact that the term used with regard to the two fields to which drainage was supposed to be applied was not *dry*, but *drier*.

But when you endeavour to refute his illustrations of the gold, and silver mines, by pre-supposing that the tenant sunk his shaft, &c., "on the distinct bargain and "understanding that he should receive compensation at "the close of his operations," I must hasten to remind you that the case between us is the exact reverse of this, and that so far from the tenant having made any such bargain about compensation, he has signed a written contract, which ignores the possibility of such a contingency.

Further, as regards the loss you are likely to sustain by your want of any record of the improvements made upon the farm, I would observe that in the first place your improvements ought to speak for themselves, and secondly, that many an offset which might be justly urged by the landlord on account of past reductions of rent, and assistance to the tenant in the shape of slates and timber

* Mossrs. Anderson and Dickson were to be paid the full value of the house and farm buildings, and were to be credited "*in addition*" with the value of a 21 years' lease, and a 41 years' lease, as the case might be, in respect to all improvements which have not repaid themselves capital and interest at the rate of 7½ per cent. at the discretion of the arbitrator.

is much more likely to be lost sight of through the lapse of time.

This observation is especially pertinent, from the fact of my predecessors having been frequently in the habit, not only of giving such assistance, but, excusing tenants as much as two or three years rent, in consideration of their effecting some particular improvement.

Finally, I proceed to examine a plea, which, though not consigned to any one paragraph of your letter, is touched on here and there through the whole course of it.

You say that it has been the custom in Ulster, for the incoming tenants to buy their farms from the outgoing tenants. This I admit too often to have been the case, but as a matter of fact, such a sale has never taken place in regard to your particular farm, the tenancy having been continued for a series of years in one family, a circumstance which rather strengthens than impairs my position.

But even had a sale taken place, I cannot admit that that affects the question. The money which would change hands on such a supposition must be supposed to represent some value, and what value could it legitimately represent but the tenant's interest in his farm and his improvements, an interest which is necessarily terminable with his lease;* if then the landlord pays a fair price for

* In the case of a tenant-at-will, who is *suddenly* required to "surrender his farm," a further consideration comes into play, viz., the inconvenience and loss occasioned by the unexpected interruption to his industry. In the assurance of being allowed to remain in possession for some years, he may have embarked in a system of cropping, which would require him to forego the ordinary amount of his return during one season, in the expectation of recouping himself by a far larger yield the next. If, however, he is turned out between these two periods, it is evident he has an equitable claim to compensation, on account of the disturbance introduced into his calculations. The same observation applies to a tenant whose farm is curtailed in size. The real inconvenience may be far more than proportionate to the amount of rent he ceases to pay. But, of course, these observations do not apply to leaseholds, or to lands surrendered voluntarily.

the commodity which was then sold, what more can be expected of him? But you will say, that frequently the price given bore no relation to the value of the improvements; unhappily this is only too true, but I have never heard the wildest agitator pretend that a landlord was bound to buy back his own property at whatever absurd price one tenant may have chosen to give another tenant for it. The real truth is, these extravagant prices were the creation of a most unwise and unfortunate competition, and it never entered into the head of those who paid them to calculate what relation the improvements they were supposed to acquire bore to the sums they gave. They determined to occupy land at any price. Had the landlord chosen, he might have exacted any rent, however exorbitant, and the fact of his not having done so, only enabled the would-be tenants to vie still more strenuously with each other in the extravagance of their biddings. Surely, however, you would not wish to punish the landlord for being content with a low rent by fining him in proportion to his moderation?—Yet this is what you would do, inasmuch as it is quite evident that the lower the rent, the higher will be the price given for the privilege of paying it.

In discussing therefore the basis of a settlement for tenants' compensation, it only confuses the argument, if we complicate it by the introduction of an element, which has never been recognized on my estate, and which, if suffered to intervene, can only operate disastrously to the tenant.

I have now, I think, dealt pretty fully with the various points insisted on in your letter. I know not whether I shall have convinced you of the correctness of my views, but if I have not, as I should be most unwilling to force on you a mode of settlement, which you deem "*unjust*," I must, in self-defence, fall back on the only other solution left to me. As I said at the commencement of this controversy, our respective positions are very clear—you possess a lease, which you have a right to assign to anyone to whom I do not object. I accord you full permission to

use this privilege, and I will accept any tenant you may indicate, provided he can satisfy my agent that, after he has paid you the worth of the remaining interest in your lease, a sufficiency of capital remains to him to cultivate the farm; but in order that no misunderstanding may exist in his mind as to what it is that he is buying, a memorandum will be placed on the back of the lease, expressly stating that his claim to occupancy will cease at its expiration.

With regard to the lands you hold at will, inasmuch as the late tenant may be supposed to have built his house, &c., in the expectation that they would continue to form part of his farm so long as his tenancy endured, I am prepared to place them under the protection of a lease similar to that you already possess, and to allow them to pass to the new tenant.

I doubt whether the sum you will receive by this arrangement will be as large, as would have been the case, had you adopted the basis of arrangement I originally proposed, but at all events, by adopting this latter method of procedure, I secure myself from the possibility of being accused of unfairness and injustice.

In closing this correspondence it only remains for me to thank you for the tone of extreme courtesy with which you have engaged in it, and I trust that on my part you will have recognised nothing but an anxiety to vindicate what I conceived to be the truth.

I have the honour to be, &c.,

(Signed) DUFFERIN.

To Rev. Mr. Anderson, Killinchy,
James Dickson, M.D. County Down, Ireland.

No. IX.

Mr. Thomson to Lord Dufferin.

Clandeboye, 1st Feb. 1866.

My Lord,

Messrs. Anderson and Dickson have elected to avail themselves of the alternative conceded by your Lordship,

viz., that of disposing of their interest in the farm by public auction, as if the whole were held under one lease, and have accordingly appointed Friday the 9th inst., for the sale.

I have, &c.

M. THOMSON.

No. X.

Lord Dufferin to Mr. Thomson.

8, Grosvenor Square,
Feb. 4th.

MY DEAR MR. THOMSON,

If Messrs. Anderson and Dickson elect to sell their leases, place the usual memorandum on the back of the counterpart, so that the purchaser may clearly understand that his interest in the farm will terminate with the lease. I should not wish the farm to pass permanently out of the occupation of one of the oldest families on my estate.

Yours, &c.

DUFFERIN.

No. XI.

Mr. Thomson to Messrs. Anderson and Dickson.

Dufferin Estate Office,
9th February, 1866.

GENTLEMEN,

I beg to send the terms of Sale to be placed in the hands of the Auctioneer, so that he may announce the same previous thereto.

Yours very truly,

(*Signed*) MORTIMER THOMSON.

The Rev. David Anderson.
James Dickson, M.D.

No. XII.

ENCLOSURE.

Mrs. Harper's, Farm Maymore.

MEM. OF SALE.

Lord Dufferin gives full permission to the representatives of the late Mrs. Harper, to sell their beneficial interest in the Lease of 36A. 1R. 8P. of Maymore, and inasmuch as it may be fairly contended that Mr. Harper built a dwelling house on the land, in the expectation of being allowed to continue in the occupation of the remaining 38A. 3R. 28P., held at will, during the existence of her lease, Lord Dufferin will put both sections of the farm under the protection of the same lease. A memorandum embodying the arrangement will be endorsed on the back of the Leases so soon as the sale takes place, so that the purchaser may understand that it is the beneficial interest in the Leases, and that alone which he buys, and that on the expiry thereof, and in accordance with the provisions in said Leases, he will be required to surrender possession without preferring or having any pretence to prefer a claim on any account whatsoever as against his Landlord.

With respect to the 11 acres also occupied by Mrs. Harper, but which do not form a portion of Lord Dufferin's Estate, his Lordship has arranged with Mr. Hamilton, the proprietor, that the purchaser of the leases under Lord Dufferin shall be continued in occupation of the said eleven acres for seven years from this date, at the expiration of which period he will be required to surrender possession, without having any claim for compensation save for manures applied or seed sown the previous year. The landlord to have a claim against the tenant for bad husbandry, or deterioration.

As to the entire farm, Lord Dufferin must be satisfied of the character and solvency of the incoming tenant.

(*Signed*) MORTIMER THOMSON.

Dufferin Estate Office,
9th February, 1866.

No. XIII.

Mr. Thomson to Lord Dufferin.

EXTRACT.

I attended the sale of Messrs. Harper's farm. In consequence of it having got abroad that W. Harper, of Ballyconnell was anxious to have the farm, no one was inclined to bid. It was accordingly bought in by Dr. Dickson, and he has since agreed to let me have it for £500.

I have, &c.,

MORTIMER THOMSON.

No. XIV.

Lord Dufferin to Mr. Thomson.

8, Grosvenor Square, 25th March, 1866.

DEAR MR. THOMSON,

I am about to publish in the form of a pamphlet, for the information of persons interested in what is called the Irish Land Question, my evidence before Mr. Maguire's Committee.

As the correspondence which has taken place between Messrs. Anderson and Dickson and ourselves, on the subject of compensation for tenants' improvements, very completely illustrates the landlord and tenant controversy, and contains a very clear and able exposition of at all events the tenant's view of the case, I think it would materially contribute to the understanding of the land question at large, if I were permitted to introduce that correspondence into my proposed pamphlet.

Explain my reasons to Messrs. Anderson and Dickson, and request their permission for me to do so.

(Signed) DUFFERIN.

No. XV.

Mr. Thomson to Lord Dufferin.

EXTRACT.

"Messrs. Anderson and Dickson will consent to the publication of their correspondence if your Lordship will include in it a rejoinder they now propose to write to your last letter."

(Signed) M. THOMSON.

No. XVI.

Messrs. Anderson and Dickson to Lord Dufferin.

Killinchy, 19*th* April, 1866.

MY LORD,

Your last letter to us some months ago, which, you stated, "closed this correspondence," appeared to point out the propriety of our not troubling your Lordship farther with our views on the subject of compensation for tenant improvements.

We accordingly forwarded no reply, but proceeded to dispose by public sale of the property in question, in accordance with your Lordship's permission and the terms you prescribed. No doubt you are aware that the attempt to sell under such terms was utterly abortive. No person would purchase when told that "he would be required to surrender possession at the expiry of the lease"—"that his claim to occupancy would then cease"—and in short that he would not then be treated as another tenant on the Estate, but must turn out without any compensation whatever. Such a permission to sell was "keeping the word of promise to the ear, but breaking it to our hope." The consequence is your Lordship has the property now at half of what we estimate to be its value. It only remained for us to submit in silence—a silence we would not have broken, had not your Lordship intimated that

your letters, including the last one, are to be published. We therefore feel called upon to disclaim certain sentiments imputed to us in the last letter, and to exhibit clearly what are our views.

We did not refer in this correspondence, even remotely, to the question of rent, and do not admit that your Lordship's inferences are fairly deducible from any statement of ours. We hold that rent is affected by the price of agricultural produce—by the facility of conveying it to market—and by other well-known circumstances, and we conceive the landlord should enjoy the full benefit accruing from such, and share in the increasing prosperity of the community. But we do not think he has any right to raise the rent on account of the tenant's expenditure on the farm, and make him pay for his own improvements. Your Lordship's illustration of the half-crown an acre has not, so far as we know, been drawn from your own rental, or that of your predecessors; and certainly it does not apply to the farm in question, which has always been charged up to its full letting value, and considerably above the average of Co. Down lands.

We are familiar with the fact to which your Lordship alludes, that when old leases at low rents have fallen, it is the practice to raise the rent to the current rate of the day, and we do not consider this any infringement of the tenant-right custom, as the enhanced price of produce amply justifies it. We quite agree with your intelligent tenants that "length of occupancy justly affects a claim to compensation for improvements," and we distinctly said so in our last letter. At the same time we are satisfied there is not one of those tenants who would not approve of our principle, "that improvements are not exhausted so long as they add any thing to the letting value of the land, or the productive qualities of the soil, and merit compensation to the amount of the benefit they are still contributing." This is the principle for which we contend, and we conceive that to apply to agricultural improvements a limited term of fourteen, or twenty-one, or even forty-one

years, is an arbitrary rule, and if admitted, might soon come to seven years, as we found in the terms of sale your Lordship prescribed for the Rathcumingham portion of the late Mr. Harper's farm.

We altogether dissent from your Lordship when you deny the existence of the custom, or "understanding" as you call it, that the outgoing tenant should receive from his successor compensation for his permanent improvements on the farm. The amount has hitherto been usually ascertained by open unrestricted sale, and on the faith of this, most of the agricultural improvements have been made. We are so familiar with this fact, that we must suppose there is some misapprehension when your Lordship seems to say "that it does not and never has existed." What we have stated is the general rule—no doubt there are special contracts not coming under it and which equally bind both parties interested therein—but these exceptions do not affect the well-known rule or custom. It appears your Lordship has recently let certain lands by such special leases; and as the incoming tenants pay nothing by way of purchase for these lands, but receive gratis whatever improvements exist thereon, their case is totally different from that of a tenant purchasing or inheriting from his predecessors the houses and other improvements on the farm, and proceeding to make additional ones on the faith of the tenant-right custom.

Your Lordship thinks we are mistaken in affirming that no tenant farmer will consent to take an agricultural lease of 21 years. By "agricultural lease" we understand what your Lordship described it when you offered it to your tenants,—namely, a lease of the tenant's present holding for that period, at the expiry of which his tenant-right would be defunct, and his claim for compensation exhausted. This is altogether a different case from a "farm properly furnished by the landlord with farm buildings, gates, &c.," being offered to a tenant for 21 years without any purchase money having to be paid. The latter would be eagerly accepted; but with regard to the former, since

your Lordship publicly offered it to your tenants, we have not heard of a single person embracing the offer, and this confirms our opinion that such leases will not be applied for.

We ventured to intimate in our last letter, that, as tenant-farmers kept no record of their expenditure on improvements, it would be difficult in many cases to arrive at a just estimate of their present value. To this your Lordship replies that improvements ought to speak for themselves. How could they? Here is a fertile field,—and when the valuator looks upon it, by what process is he to know what thickets of brush-wood have been rooted out, what rocks have been quarried, what marshes have been filled up, or, in a word, what cost there was in bringing it into its present productive condition?—We admit that in some cases offsets might be justly urged by the landlord, but in the case of Mr. Harper's farm, we have reason to believe that not one farthing was contributed by the landlord towards effecting any of the existing improvements.

Into the question of exorbitant prices paid for tenant-right, which your Lordship introduces, we do not enter. We only asked compensation for the actual present value of the improvements on the farm, patent to every eye, and to be ascertained by a disinterested professional valuator. This claim had nothing in common with the absurd pretensions of "wild agitators;" and we are satisfied your Lordship, while not agreeing as to the correctness of our views, will not stamp them as extravagant or unreasonable.

Thanking your Lordship very sincerely for the great condescension and courtesy you have shown us in this controversy, into which we were unavoidably drawn,

We have the honor to remain,

Your Lordship's obedient humble servants,

DAVID ANDERSON.
JAMES DICKSON.

The Right Hon. Lord Dufferin & Claneboye.

No. XVII.

Lord Dufferin to M. Thomson, Esq.

EXTRACT.

I send you Messrs. Anderson and Dickson's last letter. Have the kindness to answer the questions I have noted on the margin.

No. XVIII.

Killyleagh, 26th April, 1866.

MY LORD,

I have read the letter addressed to your Lordship by Messrs. Anderson and Dickson on the 19th inst., and I now proceed to reply to the list of questions you have sent to me in regard to it.

1. *"To what extent in your opinion is the difficulty which Messrs. Anderson and Dickson experienced in finding a purchaser of their lease to be accounted for by 'the terms of sale?'"*

Having attended the sale in person I can confidently say, so far as matters came under my observation, that the "terms of sale" were no obstacle to purchasers in this particular case; the real fact was that, as it was generally known the grandson of the original occupier was desirous to have the farm, every one conceded to him the preference.

2. *"Have we any evidence as to the rates at which land was let on the estate in early days?"*

It would require considerable research to ascertain the conditions under which tenancies were held in former times. I may mention however that the greater part of the townlands of Ballyalgin and Carrayullan, now held in perpetuity, were originally let at 6*s* 6*d* and 8*s* 4*d* per statute acre, and it is therefore probable that leaseholds at the same period were let at a lower rate.

At the present moment there is a farm of your Lordships in the Ards of 50 acres, held on a terminable lease at 3*s* 3*d* per acre; if let according to the present rates the rent would be probably 25*s* per acre.

3. *"How far do you endorse Mr. Anderson's statement to the effect that tenants at will on the Clandeboye estates have enjoyed from time immemorial the privilege of an unrestricted sale of their Tenant-right?"*

On this estate I am not aware of a single instance in which an unrestricted sale of lands at will has taken place, and having had occasion sometime ago to investigate the origin of all the existing tenancies, I am not able to point out more than two instances—and they were of a peculiar character—in which the landlord did not insist upon a modification of the price offered or interfere in the selection of the tenant even of *leased* lands. So far back as 1774 a clause already existed in all the leases of that day prohibiting sales without the consent of the landlord, under a penalty of double rent. Since your Lordship came of age a strict control has been exercised over these transactions: all competition has been prohibited, except on occasions where a lease existed, in which case of late years a memorandum similar to that referred to by Messrs. Anderson and Dickson has been placed on the back of the counterpart: a preference has been invariably given to an adjoining tenant: as a general rule, no person not already connected with the property has been accepted as a tenant, and the rate of compensation has been determined by a reference to the value of the improvements, except in cases where from motives of kindness the landlord allowed the outgoing tenant a sum of money in excess of that to which he was entitled. I may add that so anxious have we been to rid the estate of the practice only too prevalent in the north of Ireland of tenants giving large sums of money for land in a bad condition

and destitute of buildings and other improvements, that during the last 17 years upwards of 2,500 acres have been handed over to tenants on the estate, without their having been required to pay a sixpence for these additions to their farms, or their rents being raised. This operation has been effected at the cost of upwards of £11,500 to your Lordship, every penny of which would have been cheerfully paid by the incoming tenant, had it been thought advisable to demand it.

4. *"How came it about that the late Mr. Harper did not obtain the assistance in draining which I had always understood has been allowed during my minority to the tenants on the estate?"*

No assistance was given by the office towards the drainage on Mr. Harper's farm at the time that the other tenants were encouraged to drain, on the ground that the work had not been executed in conformity with the regulations prescribed by the office.

5. *"Were any abatements of rent granted to the late Mr. Harper within your recollection?"*

During several years an abatement in the rent was allowed to the late Mr. Harper, amounting to £14. 5*s* per annum, and in consequence of a complaint that the farm did not contain the quantity set forth in the leases—although stated to be a given quantity "more or less"—a new survey was made, and the back arrears of overpayments were handed to the tenant.

6. *"What is the present condition of the buildings on the farm, and the state of the land?"*

The dwelling house on the farm is an unusually good one, but the offices are a range of ruins. The agricultural improvements are very moderate, and consist principally in the drainage of about 20 acres. The fencing was executed a long time ago and presents nothing remarkable. The general condition of the farm is much below the average of fair cultivation.

7. *"Do you think* £500 *much below the sum which a prudent tenant would give for the farm?"*

No prudent farmer would be inclined to give more than the sum paid to Messrs. Anderson and Dickson—£500—for although the dwelling house itself may be a fair value for that sum, it would be considered too good for the size of the place, and there must be an immediate outlay to a very considerable amount—say £300 to £400—in the erection of offices absolutely necessary for the requirements of the farm.

8. *"Did the late Mr. Harper or his ancestors pay any tenant-right for the farm when he or they entered into possession of it?"*

The Harper family entered into possession of the land in 1770 without purchase.

I am, my Lord,
Your Lordship's obedient Servant,
MORTIMER THOMSON.

No. XIX.

Lord Dufferin to Messrs. Anderson and Dickson.

8, Grosvenor Square, 28th April, 1866.

GENTLEMEN,

I beg to acknowledge the receipt of your communication of the 19th instant.

It does not surprise me, considering the expectations you had formed, that you should feel disappointed at the result of our negotiation respecting Mrs. Harper's farm. As I warned you in my last letter, the sum arrived at by arbitration on the principles I ventured to submit for your acceptance, though probably not reaching the amount you yourselves name, might, perhaps, have exceeded the sum you have now consented to accept. At all events, it would have been assessed on definite principles of computation,

and neither of us would have felt aggrieved at whatever the award might have been.

I am unaffectedly sorry to have excited dissatisfaction in the minds of two persons whom I esteem so warmly as I do Dr. Dickson and yourself, and I must also confess to some considerable disappointment at having failed in persuading you, not of the justice, but of the liberality of the scheme of compensation I had proposed. To hand over to an outgoing tenant the actual value of his farm buildings, fixtures, manures, &c., and, in addition, to compensate him for his ordinary agricultural improvements in the same degree as if he still possessed a twenty-one years' lease, or a forty-one years' lease, according to the description of improvement he had effected, seemed to me so excessively liberal, that my only doubt was, whether it was quite fair to my brother landlords to introduce on my estate a scale of compensation which, as they might consider, preponderated unjustly in favour of the tenant. It certainly never occurred to me that you would take exception to it on the grounds you have adopted in your previous correspondence and last letter.

I do not, however, propose to continue the discussion; though

> Πόλλ' ἂν λέγειν ἔχοιμι πρὸς τὰ τοῦδ' ἔπη
> εἴ μοι παρείκοι.

But it is some satisfaction to have arrived at a distinct understanding of the exact points on which we are at issue.

We both agree that, under the custom of tenant-right, the tenant, when unprotected by a definite contract, is entitled to receive compensation for his improvements on fair and equitable terms; but you contend that, in equity, the tenant's claim to compensation for purely agricultural improvements, such as draining, remains in force, "so long as those improvements continue to add anything to the letting value of the land," and "merit compensation to the amount of the benefit they are still contributing," and that no matter what the length of the tenure, "whether of 14, 21, or 41 years duration," or what the terms of the

contract, his claim to compensation still remains as unmitigated, unless on account of deteriorations, at the conclusion as at the commencement of his tenancy.

I, on the other hand, assert,—if I let a man have the use of my land for a certain number of years, at a fixed rent, to do the best he can with it, and he expends £50 in draining, and, as a consequence of that operation, puts back into his pocket £50 at the end of the first five years, another £50 at the end of the next five, and so on, until he has £200 to show for his original expenditure of £50 at the expiration of the term in question,—that I have an equitable right to say to him, if he has made no bargain to the contrary, "Now, you have been making a very good thing out of the opportunity I have given you of applying your ingenuity, industry, and capital to my land, and I think the time has come for us to make a new arrangement, and for you to pay me a higher rent, or let me have my land again."*

Having thus defined in a few words the real point on which we are at issue, it only remains for me to notice three inaccuracies of fact, which I cannot allow to pass uncontradicted.

You say, "Your Lordship's illustration of half-a-crown an acre has not been drawn from your own rental, or that of your predecessors."

When I used the illustration referred to, I certainly did not allude to any particular instance on my own estate, for the simple reason that no reclamation of waste land—which was the contingency referred to—has been effected of late years upon my property. But that in former times, a century before Mr. Harper's ancestor first occupied Maymore, the land was brought into cultivation under the conditions I have specified is a fact established by a hundred proofs. The very land you now occupy was let in perpetuity by my ancestor, only 130 years ago, at little more than 6*s.* the statute acre, while at this moment, as you will see on referring to the enclosed letter of Mr.

* See also p. 91, Q. and A. 1071.

Thomson's, there is actually a farm on my estate held under an existing lease at 3*s.* 3*d.* the statute acre, though its present letting value would be 25*s.* an acre. A similar lease fell in, not many years ago, in the same neighbourhood, and a little research would furnish us probably with many more instances.

Another very important error, which I must permit myself to correct, is contained in your assertion, that the 21 years' lease I have offered to my tenants, and which you (incorrectly) say none have applied for, was "a lease of the tenant's present holding for that period, at the expiry of which his claim for compensation would be exhausted."

The offer that I really did make was, first to credit all those to whom it was advisable to give a lease at all, with the actual present value of their houses and farm buildings, and then, *in addition*, to give them a 21 years' lease as an offset to their agricultural, as distinguished from their building improvements. For further explanation on this point, I must refer you to the speech itself.

Lastly, I must again most emphatically deny the correctness of your statement, "that the amount of compensation due to the outgoing tenants on my estate, has hitherto been usually ascertained by open unrestricted sale."*

I never have (and here I again refer you to Mr. Thomson's letter), and never will sanction so pernicious a practice. My desire is, that my tenants should hold their farms, not at a low rent, but at a fair and just rent, and I have no intention that they should be weighted with a second rent, and a second landlord,† as is in reality the

* Not long ago it was gravely proposed in a Court of Justice, by the counsel of a tenant, that when the landlord wished to re-enter into possession of a farm held at will, the value of the tenant's claim to compensation should be ascertained by the owner of the estate outbidding all other competitors at a public auction!

† *i. e.* By the second landlord, I mean the man from whom he borrows the money to pay for the purchase of this "Tenant Right," often at a high rate of interest. It is obvious that the interest he pays is rent, and a rack rent.

case whenever they are required to pay, under the pretence of tenant-right, a sum of money, which, if determined by competition, is invariably grossly disproportionate to the value of the improvements it is supposed to represent.

Having thus ventured to call your attention to these three inaccuracies in your last letter, it only remains for me to thank you for your kindness in allowing me to publish our correspondence. Public attention at this moment is directed with great anxiety to the relation of landlord and tenant in Ireland, and it cannot but be of very great advantage to all concerned, that the claims of one of the parties interested in the controversy should be set forth with the ability and moderation of language which pervades your correspondence.

I have, &c.,

DUFFERIN.

The Rev. David Anderson,
James Dickson, M.D.

APPENDICES.

APPENDIX A.

Income of the Clergy of Ireland.

	Gross.	Net.
Value of Bishopricks . .	80,059	55,110
Value of Benefices . .	506,368	393,833
Salaries of Curates at say £85 each per annum, attached to the 455 livings of £300 a year and upwards		24,565
N.B. The exact number of these Curates has not been ascertained, but we may put them at 289, or one half the total number employed.		
Curates formerly paid by Vestries .		1,947
Curates of Suspended Benefices .		1,563
Vicars Choral . . .		590
Income of Bishops, Clergy and Curates		477,608

From the above sums, however, are to be deducted the following items, viz. the costs of collection, £29,321. Poor rates, county cess. Income-tax, as well as building charges on the 1055 benefices below £300 a year. This sum is considerable, but its amount has not been ascertained by the Ecclesiastical Commissioners.

This deduction would reduce the income of the Irish Church below £448,287 per annum.

Income of the Ecclesiastical Commissioners derived from Church Revenues.

Suppressed See Estates . .	£58,127	
Suppressed Dignitaries and Benefices	19,162	
Charges on Armagh and Derry .	10,173	
Tax on Bishopricks and Benefices .	17,015	
Total . . .	£104,477	104,447
Deductions.		
Ministers' money . . .	12,600	
Augmentation of Livings . .	6,000	
Disappropriated Tythe . .	1,978	
	20,578	20,578
		83,869

These sums are already charged as income of clergy.

Income of clergy subject to the deductions on 1055 Benefices	448,287
Income of Commissioners . . .	83,869
Income of Clergy and Commissioners . .	£532,156

CLASSIFICATION OF BENEFICES and Church Population in Ireland.	Established Church, 1861.	Suspended or Disappropriated.	Total Suspended.
No. of Benefices containing—			
1. No. members	20	16	4
2. 1 and under 20 . .	138	44	94*
3. 20 " " 50 . .	161	—	—
4. 50 " " 100 . .	213	—	—
5. 100 " " 200 . .	220	—	—
6. 200 " " 500 . .	286	—	—
7. 500 " " 1,000 . .	160	—	—
8. 1,000 " " 2,000 . .	107	—	—
9. 2,000 " " 5,000 . .	56	—	—
10. 5,000 " " 10,000 . .	9	—	—
11. 10,000 " " 20,000 . .	—	—	—
12. 20,000 " " 30,000 . .	2	—	—
13. 30,000 " " 40,000 . .	—	—	—
14. More then 40,000	—	—	—
Total	1,372		

* Of which 18 in private patronage.

APPENDIX B.

Persons in Occupation of Land in Ireland—

Census 1861.

No. of Persons occupying land.	Quantity of land held.	Average Population—supposing each landholder's family to consist of five persons.
39,210. . . .	Not exceeding 1 Acre.	196,050
75,141. . . .	2 „	375,705
164,006. . . .	5 to 15 Acres.	820,030
127,889. . . .	15 „ 30 „	639,495
65,886. . . .	30 „ 50 „	329,480
49,654. . . .	50 „ 100 „	247,270
20,375. . . .	100 „ 200 „	101,875
9,046. . . .	200 „ 500 „	45,230
2,437. . . .	Above 500 „	12,185
553,654. . . .		2,767,320

APPENDIX C.

Extract from Le Progrès, by M. About.

La révolution de 93, en morcelant les biens nationaux, a fait une chose agréable au peuple et même utile pour un certain temps. Il est bon qu'il y a beaucoup de propriétaires. Mais personne n'avait prévu l'effet désastreux que ces deux causes associées devaient produire en un demi-siècle. Le paysan, ivre de propriété, a fait pour la terre toutes les folies qu'un amant fait pour sa maîtresse. Tout le monde a voulu acheter, presque personne n'a voulu vendre. Si un hectare tombait aux mains de dix héritiers, chacun d'eux prétendait garder et cultiver ses dix acres. Celui qui avait entre les mains un petit capital disponible, ne s'en servait pas pour améliorer sa terre, mais pour en acquérir une nouvelle. La concurrence des acheteurs a produit une telle hausse que le revenu net est tombé en plus d'un endroit au-dessous de 2 pour 100. Et plus d'un malheureux, aveuglé par la passion, empruntait à des taux usuraires de quoi payer le prix de son champ !* C'était la ruine organisée; la ruine des hommes et du sol.

* * * * * *

Changeons le point de vue. Suivez-moi en Alsace, dans une commune de deux cents feux, peuplée d'environ mille individus des deux sexes, grands et petits, tous cultivateurs Ils possèdent, entre eux tous, cinq cents hectares en bonne terre, c'est-à-dire un demi-hectare par tête. L'hectare vaut là de quatre à cinq mille francs. Donc ces gens sont riches en comparaison de bien d'autres. En fait, rien de plus mal vêtu, mal logé, mal nourri; rien de plus misérable et de plus ignorant qu'eux. Ne les accuser pas de paresse ou d'ivrognerie, vous auriez tort; ils travaillent toute

* An exact description of the tenant right prices in the North of Ireland, where no restriction is placed upon the sale of farms.

l'année et ne boivent guère que de l'eau. Mais leurs propriétés sont si bien divisées qu'ils ne sauraient avoir ni pré ni herbage, et partant ni chevaux ni bœufs.

Le Progrès, par E. About.

Extract from a Speech delivered in the National Assembly, on 27th June, by M. Thiers.

"The farmer, that agricultural *bourgeois* who cultivates the land, who is attached to it as to the glebe, who cannot separate himself from it—what shall we say of his situation? It is sometimes said by way of extenuating the evil, that the farmers do not throw up their farms, the landlords do not send them away, and that consequently matters are not so bad as is pretended. But you would judge erroneously if you judged only by appearances. If the farmers do not quit, if the landlords do not get rid of them, it is because they are bound one to the other by a common misery. The farmers could not find other landlords, and the landlords could not find other farmers. They all suffer in common, waiting for some issue to their sufferings. But there is also a class of farmers and landlords who cannot subsist with the actual price of corn, and also a class equally numerous—that of the working men, who will not renounce the low price of bread which has been so abruptly procured for them. Do you suppose that such a state of things is light, and that it is not, on the contrary, the cause of serious and well founded uneasiness? Just go over to England, and you shall see how much disquiet is caused by it."

APPENDIX D.

TABLE XXIII.—SHOWING the POPULATION in 1841, 1851, and 1861; THE NUMBER OF PERSONS ATTENDING SCHOOL, and the NUMBER and PROPORTION per cent. of those NOT ATTENDING SCHOOL, in each year of age from 5 to 15 both inclusive.

Years of Age.	Population.			Numbers attending School.			Numbers not attending School.			Proportion per cent. at each age *not* attending School.		
	1841.	1851.	1861.	Week ended June 5th, 1841.	Week ended April 12th, 1851.	Week ended April 13th, 1861.	1841.	1851.	1861.	1841.	1851.	1861.
5	216,888	152,206	128,052	27,416	23,261	25,279	189,472	128,945	102,323	87	85	80
6	218,688	161,803	125,261	43,676	37,110	37,390	175,012	124,693	87,871	80	77	70
7	221,712	165,426	124,937	53,227	44,987	44,875	168,485	120,439	80,062	76	73	64
8	222,504	170,081	121,401	58,945	51,426	48,722	163,559	118,655	72,679	73	70	60
9	196,413	156,647	111,593	56,482	53,172	48,957	139,931	103,475	62,636	71	66	56
10	220,819	193,020	127,049	62,824	64,022	50,429	157,995	128,998	76,620	72	67	60
11	168,857	136,031	97,649	42,223	43,954	40,166	126,634	92,077	57,483	75	68	59
12	236,897	212,457	131,508	49,670	57,523	38,117	187,227	154,934	93,931	79	73	71
13	182,254	153,270	100,577	30,913	36,015	26,505	151,341	117,255	74,052	83	76	74
14	209,522	202,566	140,258	25,610	34,570	21,736	183,912	167,996	118,522	88	83	85
15	179,490	167,481	126,527	13,268	14,555	12,668	166,222	152,926	113,859	93	91	90
Total.	2,274,044	1,870,988	1,334,792	464,254	460,595	395,294	1,809,790	1,410,393	939,498	80	75	70

APPENDIX E.

Note as to the Reduction in the number of Persons of different Religions and Races in Ireland, from 1834 *till* 1861.

A religious census of Ireland was taken in 1834 by the Commissioners of Public Instruction, and, when compared with the religious census of 1861, it exhibits a very great reduction in the population of Ireland.

Population of all Ireland.

In 1834 . . .	7,954,100
In 1861 . . .	5,798,967

This shows a decrease of 2,155,133, or of 27 per cent.

The greatest part of this total reduction took place amongst Roman Catholics, who may be taken to represent the Celtic element of the Irish population.

Roman Catholics in Ireland.

In 1834 . . .	6,436,060
In 1861 . . .	4,505,265
Decrease .	1,930,795

The members of the Established Church—the element mainly of English origin—were:—

In 1834 . . .	853,160
In 1861 . . .	693,357

Showing a decrease of 159,803, or about 19 per cent.

The Presbyterians—the element chiefly of Lowland Scotch extraction—were:—

In 1834 . . .	643,058
In 1861 . . .	523,291

Showing a reduction of 119,767, or about 19 per cent.

It has been supposed from these figures that there has been something unfair in the way in which the Celtic population have been dealt with.

But if we take the largest Presbyterian agricultural population, that of the diocese of Derry (which includes the greater part of the county of Londonderry, the barony of Innishowen, and a few parishes in Donegal, three baronies and two parishes in Tyrone, and one parish in Antrim), we get the following result:—

Presbyterians in Diocese of Derry.

In 1834	118,339
In 1861	79,287
Decrease .	39,052, or at the rate of about 33 per cent.

Again, if we take the agricultural population belonging to the Established Church in the south of Ireland, in the diocese of Ferns (which includes the whole county of Wexford except three parishes, part of Wicklow, and one parish in Carlow), we get the following result:—

Members of the Established Church in the Diocese of Ferns.

In 1834 . . .	24,672
In 1861 . . .	14,383

Showing a decrease in 1861, 10,289, or 42 per cent.

If we take the Roman Catholic population in the diocese of Tuam, the largest diocese in Connaught (which includes a large part of Galway, part of Mayo, and one parish in Roscommon), we get:—

Roman Catholics in Diocese of Tuam.

In 1834 . . .	467,870
In 1861 . . .	302,367

Showing a decrease of 165,603, or 35 per cent.

In the same way, if we take the Roman Catholics in the

diocese of Ardfert and Aghador (which includes all Kerry except two parishes, and part of Cork), we get :—

Roman Catholics in Ardfert (Kerry).

In 1834 . . .	227,131
In 1861 . . .	214,028

Showing a decrease of 82,103, or at the rate of 28 per cent.

It appears, therefore, that there has been about the same decrease of agricultural population from 1834 to 1861, in Derry, in Wexford, in Galway, and in Kerry; the same among the original Celts, the Scotch settlers, and the English settlers; the same in the diocese which includes the estates of the London Companies; the Protestant landlords of Wexford, the county of Kerry, with its large resident proprietors, many of them Roman Catholics, and in Galway.

The Presbyterian and Protestant emigration commenced earlier, and took place to a large extent before the famine, because they were then better educated than the Roman Catholics. When a generation of Roman Catholics grew up, who had been educated in the National Schools, commenced in 1830, they followed the example of the Presbyterians and the members of the Established Church. The famine accelerated this movement, but it would have taken place before the present time if the famine had never occurred.

W. N. Hancock, LL.D.

APPENDIX F.

The very general opinion in favour of emigration entertained by popular leaders before the famine is indicated in a speech of Mr. Smith O'Brien in the House of Commons on the 4th May 1836, on the Poor Law Bills then pending. He said :—

"He knew that it would be urged that the Commissioners [for inquiring into the state of the Poorer Classes in Ireland] had recommended such a multiplicity of measures, that they could not all be introduced without mature deliberation. He was ready to admit that several of the suggestions of the Report were to a certain extent new to that House, and on account of their novelty might by some be deemed speculative; but there were others *that were in accordance with the views of every individual who had sincerely advocated a provision for the poor in Ireland.* Upon the question, for instance, that a well-regulated system of *voluntary emigration* should be provided for the able-bodied labourer who was unable to procure employment in Ireland, there was no difference of opinion among the supporters of the Poor Law."—Hansard: Vol. xxxiii. Third Series, 1836, page 600.

The same opinion is also indicated by the provisions for encouraging the emigration of destitute persons out of the Poor Rates, contained in the Bill introduced on 17th March, 1836, by Mr. Smith O'Brien, Mr. Wyse, and Mr. Sharman Crawford.

APPENDIX G.

Per Centages of Evictions to Persons leaving Ireland.

	Evicted.	
	Families.	Persons.
1860	.58	3.09
1861	1.24	5.97
1862	1.35	6.83
1863	1.32	6.72
1864	1.44	6.90
1865	.74	3.60

APPENDIX H.

Table showing the Density of Population.

In Ireland	181	per square mile.
„ France	177	„
„ Prussia	171	„
„ Austria	148	„
„ Scotland	101	„
„ Spain	90	„

APPENDIX I.

Agricultural Statistics. Ireland.

CULTIVATION IN THE YEAR 1865.

	Acres.
Extent under Crops	5,648,103
—— Grass	9,821,862
—— Fallow	31,135
—— Woods and Plantations	321,797
—— Bog and Waste. Unoccupied	4,497,027

APPENDIX J.

Census of Ireland, 1861. *Persons possessing or working Land. In Fields and Pastures.*

Occupations.	All Ages. Males.	Females.
Landed Proprietors	5,789	2,623
Farmers	413,309	27,388
Graziers	182	3
Land Agents	550	
Land Stewards	2,314	
Land Surveyors	731	
Drainage Overseers	8	
Agricultural Teachers	22	
Ploughmen	52,791	
Farm Labourers and Servants	374,425	51,700
	850,121	81,714

APPENDIX K.

NUMBER OF PERSONS EMPLOYED IN THE CULTIVATION OF FARMS IN VARIOUS PARTS OF ENGLAND AND SCOTLAND.

Situation of Farm.	System of Agriculture.	Extent.	Persons employed.		
			Men.	Women.	Boys.
		Acres.			
Nottinghamshire.	Mixed	930	24	—	18
Cambridgeshire .	Mixed	1020	0	25	—
Ditto . .	Mixed	760	24	15	—
East Lothian .	Mixed	650	25	35	—
Ditto . .	Mixed	520	36	13	7

APPENDIX L.

CENSUS OF IRELAND. 1861.

IRISH OCCUPATIONS ACCORDING TO ENGLISH CLASSIFICATION.

Classes.	Persons.	Males.	Females.
I. Professional . .	96,613	83,150	13,463
II. Domestic . .	3,075,324	1,007,079	2,068,245
III. Commercial . .	120,576	95,116	25,460
IV. Agricultural . .	988,929	904,748	84,181
V. Industrial . .	667,172	325,323	341,849
VI. Indefinite and non-productive	468,192	384,590	83,602
Total . .	5,416,806	2,800,006	2,616,800
Persons of no stated Rank, Profession, and Occupation	382,161	37,364	344,797
Total Population	5,798,967	2,837,370	2,961,597

APPENDIX M.

PER CENTAGES OF IRISH OCCUPATIONS COMPARED WITH THOSE OF ENGLAND AND WALES, AND SCOTLAND.

Classes.	Rate per Cent.		
	England and Wales.	Scotland.	Ireland.
I. Professional	2.4	1.7	1.8
II. Domestic	57.4	57.0	56.1
III. Commercial	3.1	2.8	2.2
IV. Agricultural	10.1	12.5	18.3
V. Industrial	24.3	22.8	12.3
VI. Indefinite and non-productive	2.7	3.2	8.6
	100.0	100.0	100.0
Persons having *no* stated Rank, Profession or Occupation	0.8	0.7	6.6*

APPENDIX N.

NOTE.—*As to the Cultivation of Waste Land in Ireland, and its effect on Emigration.*

In 1841 the land of Ireland was thus distributed :—

Arable	13,464,000
Plantations	374,482
Water	630,825
Uncultivated	6,295,735
	20,765,042

The 6,295,735 acres of uncultivated land were frequently referred to in the evidence before the Land Occupation Commissioners, and in their report.

In consequence of the extensive drainage works carried on to give relief at the time of the famine, and in conse-

* This large per centage is chiefly made up of unemployed females.

quence of the number of mountain and bog roads, made at that time under the public works and under private proprietors for the purpose of giving employment, a great deal of land was brought within the limits of profitable cultivation between 1841 and 1851. It was accordingly reported by the Census Commissioners in 1851, that the arable land of Ireland had increased from 13,464,300 acres in 1841, to 14,802,581 in 1851, showing an increase of 1,338,281 acres. The waste land had diminished from 6,295,735 acres, in 1841, to 5,023,984 acres in 1851, showing a decrease of 1,271,751 acres. There was also a diminution of about 70,000 acres of plantation, converted into arable land.

Sir Richard Griffith reported in 1844, that 1,425,000 acres were improvable for cultivation and 2,330,000 were improvable for pasture, making a total of 3,755,000 acres improvable.

As the drainage and making of roads consequent on the famine were all executed after 1844, it follows that the greater part of the 1,271,751 acres reclaimed between 1841 and 1851, were reclaimed between 1844 and 1851, and yet this period of the most rapid reclamation of waste land in Ireland that probably ever took place, was followed by the largest emigration, showing how little the improvement of waste land in Ireland, the greater part of which, according to Sir Richard Griffith, is improvable only for pasture, (and which when improved has in fact been principally devoted to pasture) can be relied on as an important means of checking emigration, when it arises from comparatively low wages and inadequate means of living in Ireland.

Since 1851 the reclamation of waste land seems to have gone on at a slower rate; the best and most profitable land having been first cultivated, and the inferior soils being exposed by facility of intercourse and free trade to an increased competition with foreign soils.

From 1851 to 1862 the waste lands have been ascertained by the Registrar-General, and appears to have been reduced from 5,209,492 acres in 1851, to 4,507,733 in 1862, showing a decrease of 701,759 acres in waste since 1851.

If these be added to the 1,271,751 acres reclaimed between 1841 and 1851 (and mostly since 1844), it follows that of the 3,755,000 acres, reported by Sir R. Griffith, to have been improvable at the commencement of 1845, almost 1,973,510 acres, or more than one-half have been reclaimed since 1844.

Thus, instead of the 3,755,000 acres, reported by Sir R. Griffith improvable in 1844, there would appear to be a little less than half that quantity (and that, of course the most unprofitable half) now available for improvement.

As an increase of pasturage in Ireland, as well as an alleged neglect of cultivating improvable waste land, is often urged as a cause of the emigration, it is important to notice that the true explanation of pasture having increased so largely in Ireland, without any material diminution of the land under tillage, is to be found in the fact that nearly 2,000,000 acres have, as before shown, been reclaimed in that time.

W. N. HANCOCK, LL.D.

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APPENDIX O.

Deposits in Joint Stock Banks.

TABLE showing the aggregate Amount of the Private Balances in the Bank of Ireland, and of the Deposits in the Belfast, Hibernian, National, Northern, Provincial, Royal Ulster, Union (Limited), Munster (Limited), and Exchange (Limited), Joint Stock Banks at the end of each year since 1840.

Year.	Total Amount.	Increase.	Decrease.
1840	£5,567,851	—	—
1841	6,022,573	£454,722	—
1842	6,416,795	394,222	—
1843	6,965,681	548,886	—
1844	7,601,421	635,740	—
1845	8,031,044	429,623	—
1846	8,442,133	411,089	—
1847	6,493,124	—	£1,949,009
1848	7,071,122	577,998	—
1849	7,469,675	398,553	—
1850	8,268,838	799,163	—
1851	8,263,091	—	5,747
1852	10,773,324	2,510,233	—
1853	10,915,022	141,708	—
1854	11,665,739	750,717	—
1855	12,285,822	620,083	—
1856	13,753,149	1,467,327	—
1857	13,113,136	—	640,013
1858	15,131,252	2,018,116	—
1859	16,042,140	910,888	—
1860	15,609,237	—	432,903
1861	15,005,065	—	604,172
1862	14,388,725	—	616,340
1863	12,966,731	—	1,421,994
1864	14,422,176	1,455,445	—
1865	17,050,552	2,628,376	—

W. NEILSON HANCOCK, LL.D

APPENDIX P.

Extracted from the Reports of the Commissioners of the Inland Revenue.

TABLES of the NET AMOUNT of the PROPERTY and INCOME of GREAT BRITAIN, from all sources, liable to Assessment for Taxation, in the years 1815 and 1856.

PART I.—LAND AND AGRICULTURE.

Year 1815.	£	Year 1856.	£
and :—		Land :—	
Land, Tithes, Manors, Fines,	41,521,492	Land, Tithes, Manors, Fines, Fisheries,	38,153,935
mers' profits . .	21,762,280	Farmers' profits . .	24,224,443
	£63,283,772		£62,388,378
Decrease in 1856	£895,394		

RT II.—PROFITS FROM HOUSES, MINES, RAILWAYS, REALIZING PROPERTY, TRADES AND PROFESSIONS.

Year 1815.	£	Year 1856.	£
es (exclusive of rmers' houses) .	16,259,400	Houses (exclusive of Farmers' houses) .	48,435,585
s on realized Pro- ty :—		Profits on realized Property :—	
Quarries, Mines, Iron Works, &c.	1,452,104	Quarries, Mines, Iron Works, Canals, Railways, Gas Works, And other Property,	18,087,963
of Trade and ssions . . .	30,211,880	Profits of Trade and Professions . . .	74,551,046
	£48,923,384		£141,074,514
Increase in 1856 . . .	£92,151,210		

RT III.—FUNDS AND GOVERNMENT DEPARTMENTS.

Year 1815.	£	Year 1856.	£
. . . . .	30,048,620	Funds	24,407,360
nent Depart-	11,132,450	Government Departments	14,607,036
	£41,181,070		£39,014,396
Decrease	£2,167,174		

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